

# Exhibit

# 1



**CitiStaff**  
Solutions Inc.

120150  
application

PERSONAL INFORMATION			
Last Name <b>DIAZ</b>	First Name <b>Dwen</b>	M.I. <b>D</b>	Social Security # <b>572-19-3045</b>
Street Address <b>1043 Tuolumne ST</b>			Apt #
City <b>VALLEJO</b>	State <b>CA</b>	Zip Code <b>94590</b>	Phone # <b>415-272-3648</b>
Person to contact in case of emergency/ Phone Number		Alternate Number	
Positions interested in? <b>Forklift Operator/Janitor</b>		Can you demonstrate proof of Employment Eligibility? <b>YES</b>	

JOB EXPERIENCE			
<b>General Labor</b> <input checked="" type="checkbox"/> Loader/Unloader <input checked="" type="checkbox"/> Assembly <input checked="" type="checkbox"/> Production Line <input type="checkbox"/> Machine Operator <b>Forklifts</b> <input checked="" type="checkbox"/> Sit-down-Standard <input checked="" type="checkbox"/> Sit-down- with attachments <input checked="" type="checkbox"/> Stand Up-Reach <input checked="" type="checkbox"/> Stand Up-Cherry Picker <input checked="" type="checkbox"/> Electric Pallet Jack <input type="checkbox"/> Cranes	<b>Shipping/Receiving</b> <input checked="" type="checkbox"/> UPS <input type="checkbox"/> Fed-Ex <input type="checkbox"/> Clerk <input checked="" type="checkbox"/> Inventory <input type="checkbox"/> Quality Control <b>Other Skills</b> <input type="checkbox"/> Restaurant <input type="checkbox"/> Extrusion Equipment <input type="checkbox"/> Welding <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Customer Service	<b>Clerical</b> WPM _____ Accuracy _____ <input type="checkbox"/> Receptionist <input type="checkbox"/> Data Entry/ File Clerk <input type="checkbox"/> Accounting <input type="checkbox"/> Excel <input type="checkbox"/> Word <input type="checkbox"/> PowerPoint <input type="checkbox"/> 10 Key <input type="checkbox"/> Other Programs	<b>Languages</b> <input type="checkbox"/> Cantonese <input type="checkbox"/> Chinese <input type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> German <input type="checkbox"/> Spanish <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other

AVAILABILITY				
<b>Status</b> <input checked="" type="checkbox"/> Fulltime <input type="checkbox"/> Part-time <b>Overtime</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Shift</b> <input checked="" type="checkbox"/> 1st Shift <input type="checkbox"/> 2nd Shift <input type="checkbox"/> 3rd Shift	<b>Days</b> <input checked="" type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday	<b>Transportation</b> <input checked="" type="checkbox"/> Car/ Own Transportation <input type="checkbox"/> Ride <input type="checkbox"/> Bus/Public Transportation <input type="checkbox"/> Assisted Transportation	<b>Personnel Equipment</b> <input checked="" type="checkbox"/> Work boots <input checked="" type="checkbox"/> Steel Toes <input type="checkbox"/> Back Belt <input type="checkbox"/> Hard Hat

## PLEASE CHECK YES OR NO


Have you ever worked for CitiStaff Before? ☐ Yes ☒ No Where? \_\_\_\_\_

Have you ever been convicted of a felony? ☒ Yes ☐ No Where & When 1988

Can you comply with a Drug Test? ☒ Yes ☐ No \_\_\_\_\_

Conditions May require lifting between 30-50 pounds. Is this ok? ☒ Yes ☐ No Explain \_\_\_\_\_

Positions may require to standing up for 6-10 hours. Is this ok? ☒ Yes ☐ No Explain \_\_\_\_\_

EMPLOYMENT REFERENCES				For Recruiter Use Only	
Company <u>COVERALL</u>		Position <u>Franchise Owner</u>		Account #	Customer Number One
City <u>SAN FRANCISCO</u>		State <u>CA</u>	Phone <u>415-272-3440</u>	Position	
Starting Pay	End Pay	Start Date <u>3/99</u>	End Date <u>8/00</u>	Interviewer	
Reason for Leaving		Contact Name <u>Owen</u>	Can we contact? <u>Yes</u>		
EMPLOYMENT REFERENCES TWO				Date	Customer Number Two
Company <u>HAMILTON Family Center</u>		Position <u>Residential Counselor</u>		Status	
Starting Pay <u>15.00</u>	End Pay <u>15.00</u>	Start Date <u>1/13</u>	End Date <u>2/14</u>	Notes:	
Reason for Leaving <u>FUNDING</u>		Contact Name <u>FRANK</u>	Can we contact? <u>Yes</u>		
PLEASE ANSWER ALL QUESTIONS					
How did you hear about CitiStaff?		What is your highest level of education? Name of school			
<input type="checkbox"/> Ad <input type="checkbox"/> Walk-in <input type="checkbox"/> Job Fair <input type="checkbox"/> Relative <input type="checkbox"/> Friend <input type="checkbox"/> Client		<u>1 YEAR college</u> Do you have any diplomas, certificates, degrees or awards? <u>Yes, High School</u> In case of an injury, would you like to pre-designate your treating physician? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If no, CitiStaff will automatically pre-designate your treating physician Initials _____ Desired Cities for Employment <u>Antioch, Concord, Pittsburg</u>			
You must be at least 18 years old and able to produce proof of citizenship or immigration status to begin employment. I certify that the facts in this employment application are true and complete. I understand that falsified statements are grounds for dismissal.		Recruiter Comments:			
 <u>M. Deed</u> Signature <u>6/2/15</u> Date					

# Exhibit

# 2



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

---oOo---

DEMETRIC DI-AZ, OWEN DIAZ,  
and LAMAR PATTERSON,

Plaintiffs,

vs.

No. 3:17-cv-06748-WHO

TESLA, INC. Dba TESLA MOTORS,  
INC.; CITISTAFF SOLUTIONS,  
INC.; WEST VALLEY STAFFING  
GROUP; CHARTWELL STAFFING  
SERVICES, INC.; and DOES 1-50,  
inclusive,

Defendants.

\_\_\_\_\_/

DEPOSITION OF EDWARD ROMERO

November 30, 2018

Reported by:

Bridget M. Mattos, CSR No. 11410

EDWARD ROMERO

November 30, 2018

Page 4

1 A P P E A R A N C E S

2

3 FOR PLAINTIFF:

4 CALIFORNIA CIVIL RIGHTS LAW GROUP

5 BY: LAWRENCE A. ORGAN, ATTORNEY AT LAW

6 332 San Anselmo Avenue

7 San Anselmo, California 94960

8 (415) 453-4740

9

10 FOR DEFENDANT:

11 CONSTANGY, BROOKS, SMITH & PROPHETE LLP

12 BY: BARBARA ANTONUCCI, ATTORNEY AT LAW

13 2029 Century Park East, Suite 1100

14 Los Angeles, California 90067

15 (310) 909-7775

16

17

18

19

20

21

22

23

24

25

EDWARD ROMERO

November 30, 2018

Page 8

1 MS. ANTONUCCI: Yes.

2 MR. ORGAN: Q. So, just so you understand,  
3 I'm not going to ask for your address, so I don't have  
4 to send a process server to serve you for the trial.  
5 The trial in this matter I think is currently set for  
6 May 12th or something like that.

7 MS. ANTONUCCI: 13th.

8 MR. ORGAN: And it's probably going to get  
9 moved.

10 Q. What we'll do is, we will send a subpoena to  
11 your attorney rather than have to bother you at home.  
12 Is that okay?

13 A. Sure.

14 Q. Tell me, at some point in time you worked for  
15 Tesla; is that correct?

16 A. Correct.

17 Q. When was that? When did you work at Tesla?

18 A. From October 2015 to August of 2017.

19 Q. Before October of 2015, where did you work  
20 before that?

21 A. Let me think for a second.

22 I was working for Pyramid Janitorial.

23 Q. Have you ever had your --

24 A. Let me correct that. That's Paramount.

25 Q. Paramount?

EDWARD ROMERO

November 30, 2018

Page 11

1           **A.    I do.**

2           Q.    Any other questions you have?

3           **A.    I do not.**

4           Q.    Now, you said that you were at Tesla from  
5    October 2015 to August of 2017. I'll just tell you,  
6    I've got an email that's dated August 4th of 2015 from  
7    you to Victor Quintero.

8           **A.    Yes.**

9           Q.    Is it possible that you were working at Tesla  
10   before October 2015?

11          **A.    Okay, I'll clarify that.**

12          Q.    Huh?

13          **A.    I'll clarify that.**

14          Q.    Yes.

15          **A.    I got hired at Tesla as a contractor from**  
16    **July 5th to October, so I was not working for Tesla; I**  
17    **was working for a contractor, which was nextSource.**

18          Q.    Okay. And what was the job that you were  
19    doing from July 5th of 2015 to October of 2015?

20          **A.    I was a jani- -- I didn't mean to cut you**  
21    **off. I'm sorry.**

22          Q.    Go ahead.

23          **A.    I was a janitorial supervisor.**

24          Q.    And what did you supervise as the janitorial  
25    supervisor?

EDWARD ROMERO

November 30, 2018

Page 18

1 that other people went from being contractors to then  
2 working for Tesla as regular Tesla employees?

3 MS. ANTONUCCI: Objection; lacks foundation.

4 THE WITNESS: When I started with Tesla -- I  
5 mean with nextSource, that was not my observation,  
6 because I didn't know the system. I didn't know how  
7 people moved from one area to another.

8 MR. ORGAN: Q. I understand. Okay.

9 Now, in terms -- you ended up getting a job  
10 with Tesla; is that correct?

11 **A. Correct.**

12 Q. What was your job with Tesla once you got it  
13 in October of 2015?

14 **A. It was also as a janitorial supervisor.**

15 Q. So your job title stayed the same?

16 **A. No. I got hired on initially as a janitorial**  
17 **supervisor. Okay?**

18 Q. Working for nextSource?

19 **A. Correct. No, I mean, when I got hired with**  
20 **Tesla, it was as a janitorial supervisor also.**

21 Q. Okay. When you went to work for nextSource  
22 working at the Tesla plant, your job title was  
23 janitorial supervisor; is that right?

24 **A. Correct.**

25 Q. And then when you transitioned from working

EDWARD ROMERO

November 30, 2018

Page 19

1 from nextSource to Tesla, your job title was also  
2 janitorial supervisor?

3 **A. Initially, yes.**

4 Q. So in terms of your transition from working  
5 from nextSource to Tesla, your job title stayed the  
6 same, at least initially; is that right?

7 **A. Yes.**

8 Q. How did your job duties change from when you  
9 moved from a janitorial supervisor at nextSource to a  
10 janitorial supervisor at Tesla?

11 A. I was hired as a janitorial supervisor, okay,  
12 but since my interview with Mr. Quintero, he explained  
13 that his duties involved recycling services, primarily  
14 recycling services and janitorial services, okay, and  
15 he explained to me that if and when I started working  
16 for Tesla, he wanted me to get involved a lot more in  
17 the recycling part of the -- so I can be of assistance  
18 in both areas.

19 Q. Did your job title then change shortly after  
20 you became a Tesla employee?

21 **A. Yes.**

22 Q. How did your job title change?

23 **A. To contract services supervisor.**

24 Q. Let me just go back to the question a couple  
25 back where I asked you initially when you first were

EDWARD ROMERO

November 30, 2018

Page 68

1 Q. Do you know who they worked for?

2 A. Again, I think it was through nextSource, but  
3 it might have been some City Staff and other agencies  
4 also.

5 Q. And the elevators, this was the way that  
6 products got from either the lower level to the upper  
7 level or the upper level to the lower level; is that  
8 right?

9 A. Yes. Moving production materials for the  
10 building of cars.

11 Q. These are, like, heavy-duty elevators, you  
12 said; right?

13 A. Yes, they're humongous, probably the size of  
14 your -- half of your office here.

15 Q. Okay. I haven't been to the Tesla factory,  
16 so tell me, pretty much, what was the role of the  
17 elevators? What were they supposed to do?

18 A. Okay. The elevators were there to move  
19 product, and actually the primary responsibility was  
20 to move material up and down for the production -- the  
21 construction of cars. Okay?

22 The group that I supervised, supervises the  
23 two large elevators. And we had forklift drivers,  
24 tugger drivers, who moved this material up and down  
25 the elevators all day long. We had drop zones near

EDWARD ROMERO

November 30, 2018

Page 88

1 had said there was some kind of relationship between  
2 Hilda and Aaron?

3 A. My job was to -- if anybody had any concerns  
4 or complaints, to escalate it to the point where I  
5 could escalate it. And so what I did is I reported it  
6 to Mr. Salazar, which was the manager in recycling,  
7 okay, and if I remember correctly, during that time I  
8 was just being introduced to the elevators, so it was  
9 kind of, like, they're still in charge, okay, and  
10 that's the way it was handled. It was escalated to  
11 the right people.

12 Q. So when you were a supervisor, your job,  
13 whenever you heard a complaint, was to escalate that  
14 complaint or those concerns to a level where someone  
15 could address it; is that right?

16 A. In other words, if it was -- as a supervisor,  
17 I could take it to a certain level, which primarily  
18 meant dealing with either Victor Quintero or HR or,  
19 you know, one of those individuals. Or the  
20 contractors' representative, the account manager, I  
21 would take it to that point, and then they would deal  
22 with it from there.

23 Q. Did you feel like any of these things you  
24 heard about from either Jesse or Hilda were concerns  
25 that needed to be raised to the HR level?



EDWARD ROMERO

November 30, 2018

Page 126

1 his hair, with a caption under it saying "boo."

2 **A. Mm-hm.**

3 Q. Right?

4 **A. Yes.**

5 Q. That's what he told you; right?

6 **A. Yes.**

7 Q. And it was clear to you, wasn't it, that that  
8 was offensive to Mr. Diaz?

9 **A. Of course.**

10 Q. In fact, down at the bottom, Mr. Diaz puts in  
11 his text to you, "A person should be able to come to  
12 work and not be harassed or degraded while they're  
13 trying to do their job"; right?

14 **A. Yes.**

15 Q. It was clear to you that Mr. Diaz was  
16 suggesting that he felt harassed and degraded by that  
17 poster; right?

18 **A. That's why we took action.**

19 Q. He then references down here, "This is not  
20 the first time Ramon Martinez has been" -- I think  
21 "talked about, about his behavior."

22 That was in reference to the prior incident  
23 where Mr. Diaz had complained about Ramon Martinez  
24 saying things or threatening him on the elevator;  
25 right?

EDWARD ROMERO

November 30, 2018

Page 127

1                   MS. ANTONUCCI: Objection; calls for a legal  
2                   conclusion, misstates prior testimony.

3                   THE WITNESS: He did not talk to me about  
4                   that, specifically.

5                   MR. ORGAN: Q. Did you ask him about it?

6                   A. I did not.

7                   Q. Why not?

8                   A. Because I was going to direct this  
9                   information to the appropriate people to handle it.

10                  Q. And the appropriate people to handle it were  
11                  Wayne Jackson and Victor Quintero?

12                  A. Correct.

13                  Q. So once the information that was in this  
14 email or text message -- whatever it was -- was  
15 communicated by you to Wayne Jackson and Victor  
16 Quintero, you felt like your role was over; is that  
17 correct?

18                  MS. ANTONUCCI: Objection; misstates  
19 testimony. Vague.

20                  THE WITNESS: I didn't think that my  
21 responsibilities were over. I felt I had done what I  
22 was supposed to do, placing it where some action could  
23 be taken.

24                  MR. ORGAN: Okay.

25                  Q. If you go to the second page of Exhibit 37,

EDWARD ROMERO

November 30, 2018

Page 158

1 terms; right?

2 **A. That the witnesses denied hearing any racial**  
3 **slurs being made.**

4 Q. But the witnesses also said that Mr. Timbreza  
5 had a tendency to kid around excessively.

6 **A. Correct.**

7 Q. Right?

8 And you had no basis to suggest or think that  
9 Owen Diaz was lying about this, did you?

10 **A. No.**

11 MS. ANTONUCCI: Objection; vague.

12 MR. ORGAN: Q. In fact, a verbal warning was  
13 issued to Mr. Timbreza, wasn't it?

14 **A. It was for his kidding around excessively.**

15 Q. Did it mention anything about racially  
16 offensive remarks?

17 **A. I don't think that it did.**

18 Q. Did you see this verbal warning that --

19 **A. I don't remember.**

20 Q. Let me finish the question.

21 **A. Okay.**

22 Q. Did you see the verbal warning that was  
23 issued to Mr. Timbreza?

24 **A. I do not remember looking at it. I can't**  
25 **remember looking at it.**

EDWARD ROMERO

November 30, 2018

Page 188

1     **would have taken.**

2                   MS. ANTONUCCI: Don't speculate if you don't  
3     remember.

4                   THE WITNESS: I don't remember.

5                   MR. ORGAN: Q. But your practice would have  
6     been if you received it, to forward it along; correct?

7                   **A. I think so.**

8                   Q. And you at least have a general recollection  
9     of receiving a statement from Ramon about what he said  
10    happened; right?

11                  **A. Yes.**

12                  Q. And then if you look -- let's go to the next  
13    one.

14                   (Whereupon Deposition Exhibit 57  
15     was marked for identification.)

16                  MR. ORGAN: 57.

17                   Exhibit 57, for the record, is a one-page  
18    document, Bates-stamped Tesla 134. And it's a series  
19    of emails from October 20th of 2015.

20                  Q. If you look at the email at 12:41 p.m., which  
21    is the one in the middle, it says, "It looks like  
22    Victor is asking Ed Romero to get involved in a  
23    temporary worker ER issue. My recommendation is that  
24    Ed not be involved. Can you help me sort this out."

25                   Who was Terri Garrett at that point?

EDWARD ROMERO

November 30, 2018

Page 189

1           **A.    She was the nextSource manager out of New**  
2           **York.**

3           **Q.    It says here, "Two of the three workers have**  
4           **already been interviewed.   Please advise."**

5                   **Did you interview two of the three workers?**

6           **A.    Where are you looking at that?**

7           **Q.    That same paragraph.**

8           **A.    Oh, I see.**

9                   **No.   I remember Erin sending me this email, I**  
10           **had not had -- now I remember, I didn't have any**  
11           **meetings with anybody.   I had been asked to by Victor,**  
12           **and before that ever happened, HR said no, no, no,**  
13           **don't get involved in that.**

14           **Q.    Who was Aaron Marconi?**

15           **A.    She was the HR person for Tesla.**

16                   **I need to go to the bathroom again.**

17                   MR. ORGAN:   Let's take a break.

18                   We're off the record.   The time is 4:06.

19                   (Recess taken from 4:06 p.m. to 4:16 p.m.)

20                   MR. ORGAN:   Back on the record.   The time is  
21           4:16.

22                   This is 58.

23                   (Whereupon Deposition Exhibit 58  
24                   was marked for identification.)

25                   MR. ORGAN:   Q.   Exhibit 58, for the record,

EDWARD ROMERO

November 30, 2018

Page 197

1 this incident?

2 MS. ANTONUCCI: Objection; vague.

3 MR. ORGAN: Q. I'm just wondering, did it  
4 appear to you that Mr. Owen Diaz followed the correct  
5 procedure here with respect to this incident and the  
6 elevator?

7 A. I think that he looked into it appropriately.

8 Q. And I guess Rathaj Foster was then  
9 terminated; is that right?

10 A. I don't recall if he was terminated because  
11 of this. This was -- as you notice, it was -- I think  
12 we included Wayne Jackson as part of this.

13 MR. ORGAN: Okay. Let's make this 64.  
14 (Whereupon Deposition Exhibit 64  
15 was marked for identification.)

16 MR. ORGAN: Q. Exhibit 64, for the record,  
17 is a two-page document -- three-page document,  
18 Bates-stamped City Staff 11 through 13. And the  
19 subject matter is termination of Rathaj foster.

20 This was Mr. Foster engaged in threatening  
21 conduct towards Owen Diaz; right?

22 A. Yes.

23 MS. ANTONUCCI: Objection; vague.

24 MR. ORGAN: Q. Well, that was your  
25 understanding; that Rathaj Foster was removed from

EDWARD ROMERO

November 30, 2018

Page 199

1           **A.    Yes.**

2           Q.    And in that, you mentioned that Rathaj Foster  
3           had been removed the previous night at 10:00 p.m. from  
4           the Tesla premises; right?

5           **A.    He was removed to avoid any more friction**  
6           **that day between him and Owen.**

7           Q.    Right.

8                   And you had -- you first got a report where  
9           Mr. Foster was making a claim about not being able to  
10          take a break; correct? That's what Mr. Foster was  
11          claiming.

12          **A.    He did. And there's other information that**  
13          **Wayne -- I mean -- Wayne. And I don't remember where**  
14          **it is, but Owen was -- I don't know if these are**  
15          **referring to the same night, that he asked Rathaj to**  
16          **go -- to wait to take his break.**

17          Q.    And that was because they were short-staffed;  
18          right?

19          **A.    Correct. It could be that, or it could be**  
20          **that there was a lot of production material to move.**

21          Q.    But Owen told you that Mr. Foster said, "You  
22          better watch your car," or something like that;  
23          correct?

24          **A.    He did say that.**

25          Q.    And then you interviewed someone else who was

EDWARD ROMERO

November 30, 2018

Page 200

1 present; right? Jordano Ramirez.

2 **A. Jordan?**

3 Q. If you look at the bottom of the second page  
4 of Exhibit 64, you'll see that you interviewed Jordano  
5 Ramirez; right?

6 **A. Show me where that's at.**

7 Q. Actually, you've got a written statement from  
8 him; correct?

9 **A. Yes.**

10 Q. And he wrote in his statement that he  
11 witnessed Rathaj foster conducting himself in a  
12 threatening manner towards Owen Diaz; right?

13 **A. Mm-hm.**

14 Q. So you were the one who called security and  
15 explained the situation; right?

16 **A. I did.**

17 Q. You were the one that had Mr. Foster removed  
18 from the premises; right?

19 **A. Yes.**

20 Q. Because you had corroboration that Mr. Foster  
21 was threatening Mr. Diaz; right?

22 **A. Yes.**

23 Q. And that was inappropriate conduct; right?

24 **A. It was. I took it very serious when anybody**  
25 **made any threats toward anybody else.**



EDWARD ROMERO

November 30, 2018

Page 214

1 State of California )

2 County of Marin )

3

4 I, Bridget M. Mattos, hereby certify  
5 that the witness in the foregoing deposition was by me  
6 duly sworn to testify to the truth, the whole truth  
7 and nothing but the truth in the within entitled  
8 cause; that said deposition was taken at the time and  
9 place herein named; that the deposition is a true  
10 record of the witness's testimony as reported to the  
11 best of my ability by me, a duly certified shorthand  
12 reporter and disinterested person, and was thereafter  
13 transcribed under my direction into typewriting by  
14 computer; that the witness was given an opportunity to  
15 read, correct and sign the deposition.

16 I further certify that I am not  
17 interested in the outcome of said action nor connected  
18 with or related to any of the parties in said action  
19 nor to their respective counsel.

20 IN WITNESS WHEREOF, I have hereunder  
21 subscribed my hand on November 30, 2018.

22

23 

---

BRIDGET M. MATTOS, CSR NO. 11410

24

25

# Exhibit

# 3

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

--oOo--

DEMETRIC DIAZ, OWEN DIAZ AND	)	
LAMAR PATTERSON,	)	
	)	
Plaintiffs,	)	CASE NO.
	)	3:17-cv-06748-WHO
vs.	)	
	)	
TESLA, INC., DBA TESLA MOTORS,	)	
INC.; CITISTAFF SOLUTIONS, INC.;	)	
WEST VALLEY STAFFING GROUP;	)	
CHARTWELL STAFFING SERVICES,	)	
INC.; AND DOES 1-50, INCLUSIVE,	)	
	)	
Defendants.	)	
_____	)	

VIDEOTAPED DEPOSITION OF TAMOTSU KAWASAKI

DATE: OCTOBER 9, 2019

TIME: 2:05 P.M.

LOCATION: CALIFORNIA CIVIL RIGHTS LAW GROUP  
180 GRAND AVENUE, SUITE 1380  
OAKLAND, CALIFORNIA

REPORTED BY: ANGIE M. MATERAZZI  
Certified Shorthand Reporter  
License No. 13116

TAMOTSU KAWASAKI

October 9, 2019

1 APPEARANCES:

2

FOR THE PLAINTIFFS:

3

BY: LAWRENCE A. ORGAN, ESQ.  
CALIFORNIA CIVIL RIGHTS LAW GROUP  
332 SAN ANSELMO AVENUE  
SAN ANSELMO, CALIFORNIA 94960  
(415)453-4720  
LARRY@CIVILRIGHTSCA.COM

7

8

FOR THE DEFENDANTS, TESLA MOTORS:

9

BY: PATRICIA M. JENG, ESQ.  
SHEPPARD MULLIN  
FOUR EMBARCADERO CENTER, 17TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111  
(415)434-9100  
PJENG@SHEPPARDMULLIN.COM

10

11

12

13

FOR DEFENDANTS, CITISTAFF SOLUTIONS:

14

BY: SUSAN T. KUMAGAI, ESQ.  
LAFAYETTE & KUMAGAI  
1300 CLAY STREET, SUITE 810  
OAKLAND, CALIFORNIA 94612  
(415)357-4600  
SKUMAGAI@LKCLAW.COM

15

16

17

18

FOR DEFENDANTS, NEXTSOURCE:

19

BY: JUAN C. ARANEDA, ESQ.  
FISHER PHILLIPS  
ONE EMBARCADERO CENTER, SUITE 2050  
SAN FRANCISCO, CALIFORNIA 94111  
(415)490-9000  
JARANEDA@FISHERPHILLIPS.COM

20

21

22

23

24

25

TAMOTSU KAWASAKI

October 9, 2019

1 use the bathroom, I would step in and fill the position  
2 for the five, ten minutes they left to go use the  
3 bathroom, whatever it is, or get something to eat. I  
4 mean, we were working 12-hours days, I wasn't trying to  
5 burn anybody out. If they needed a break, they needed a  
6 break.

7 And then he called me -- Owen had called me  
8 and said he got into altercation, so I drove back to the  
9 elevators and said what happened and they were arguing  
10 and I can't -- can't really remember what the argument  
11 was about, but I -- I think they -- I think some-  
12 something -- I forget what he said. He said  
13 something -- that he called him something. I just  
14 forget what it was, but I have it all down in e-mail. I  
15 know I e-mailed everything to my immediate supervisor  
16 that night.

17 Q. Okay. So I'm going to show you an e-mail that  
18 you sent at the end of July, so July 31st. This is  
19 Exhibit 42. And just so the record is clear, we're  
20 looking at Tesla 510.

21 You mentioned an e-mail that you sent. Is  
22 this the e-mail you sent about what information you  
23 received from Owen Diaz?

24 A. Yep.

25 Q. You mention in here -- and -- and you sent --

1     another employee. Whether it was joking or not, you  
2     still said it, you got to go home.

3             Q.     Right. So let me just break that down.

4                    So you recall that Mr. Timreza -- or at least  
5     Mr. Diaz said that Mr. Timreza had used a racial slur  
6     towards him, correct?

7             A.     Correct.

8             Q.     And that -- as you think about it, you recall  
9     that -- at least one of the racial slurs he used was  
10    dumb nigger; is that right?

11            MR. ARANEDA: Objection, misstates his  
12    testimony.

13            THE WITNESS: It -- I know racial slurs were  
14    said. I can't very verify that the N-word was said, but  
15    from what they were arguing about, I know Owen said he  
16    called me the N-word. I remember Owen saying that he  
17    called me the N-word and they were arguing, where they  
18    were almost about to get into a fight. So I got into  
19    the middle of it and said -- it happened and there was  
20    other people around that said it as well, that this  
21    altercation happened, so in my book, as a supervisor,  
22    I'm going to separate the two.

23    BY MR. ORGAN:

24            Q.     Okay. Okay. So let me break that down. So  
25    you do recall that Mr. Diaz, at least, told you that

1 Mr. Timreza had used the N-word towards him?

2 **A. Correct.**

3 Q. And you also recall that other people told you  
4 that they had heard racial terms used; is that right?

5 **A. Correct.**

6 MR. ARANEDA: Objection, misstates his  
7 testimony.

8 BY MR. ORGAN:

9 Q. Did -- did anyone ever tell you -- anyone  
10 else -- other than Mr. Diaz -- tell you they had also  
11 heard the N-word directed towards Mr. Diaz?

12 **A. I don't remember anybody else telling me that**  
13 **the N-word was directed towards him. I mean, it's -- we**  
14 **live in that era where that words is very -- throw**  
15 **around very casually.**

16 Q. Right. But in terms of workplace policy at  
17 the Tesla factory, people were not supposed to use the  
18 N-word there?

19 **A. Correct. That's any workplace.**

20 Q. Right. Whether people use the word  
21 casually -- in their everyday life or not -- is  
22 irrelevant, relative to the workplace, right?

23 **A. Correct.**

24 MS. JENG: Objection, calls for a legal  
25 conclusion.

TAMOTSU KAWASAKI

October 9, 2019

1 THE WITNESS: Correct.

2 BY MR. ORGAN:

3 Q. And in terms of the way -- did you receive any  
4 training by Tesla about like workplace conduct on -- you  
5 know, things you shouldn't say and it's okay to say,  
6 any -- any training like that?

7 A. I didn't get any training from Tesla, if  
8 that's what you're saying.

9 Q. Okay. So Tesla didn't give you any training  
10 about discrimination or harassment?

11 A. They gave me a paper, when I became a lead, to  
12 sign and I read, but not per se going to a class and  
13 doing any training. It's just probably roughly a paper  
14 to back themselves.

15 Q. Okay. And then let's -- let's go back to this  
16 night, when you were talking to Owen Diaz. You said  
17 that you sent Judy Timbreza home.

18 Did Mr. Timreza admit that he had used some  
19 inappropriate language?

20 A. He -- he argued about it and said he didn't do  
21 it. But at that time, them really arguing, almost  
22 getting into a fight, and other people in the area  
23 telling me that -- that was said in nature, it was my --  
24 my decision to say, hey, what -- I can't keep them both  
25 together and I can't put Judy in another department,



1 there's nothing else for me to put him, I need to  
2 separate these guys and those natures were said. At my  
3 standpoint, I -- there's people around, they said what  
4 they said. Okay, well, you got to go home. You --  
5 that's not -- that's not cool, that's not right, you  
6 can't do that.

7 Q. So -- so based on the information that you  
8 received from the people that you talked to in the  
9 general area were Owen and Judy Timbreza were working,  
10 you -- you made the assessment that Mr. Timreza had at  
11 least used some inappropriate words, correct?

12 A. Correct.

13 Q. And based on that determination you sent  
14 Mr. Timreza home, correct?

15 A. Correct.

16 Q. Was there anybody who's -- who had said that  
17 Mr. Diaz had used any inappropriate words?

18 A. Not from my recollection, no.

19 Q. Okay. And then did -- do you remember whether  
20 or not Mr. Diaz said that Mr. Timreza had used the word  
21 juggabo?

22 Do you remember him complaining about that  
23 word?

24 A. No. Not to me, per se, about juggabo. No,  
25 that never --

TAMOTSU KAWASAKI

October 9, 2019

1 on similar social positions with those two individuals?

2 MS. JENG: Objection, misstates --

3 MR. ORGAN: That's a bad question.

4 BY MR. ORGAN:

5 Q. Let me -- were you -- you guys were friends at  
6 work; is that fair?

7 A. Everybody's friends at work. Man, we're all  
8 colleagues, nobody wants to --

9 Q. Sure.

10 A. -- be that guy, so.

11 Q. Right.

12 A. Yeah.

13 Q. Did you -- did you socialize with either  
14 Mr. Timreza or Mr. Diaz outside of work?

15 A. No.

16 Q. After work hours or anything like that?

17 A. Never. No, I don't have -- no, I don't do  
18 that.

19 Q. Okay.

20 A. Sorry. I had my own friends.

21 Q. Okay. I -- I get that too.

22 And did Mr. Romero follow up with you after  
23 you sent the e-mail on the 31st, to ask you more  
24 specifically what the racist words or comments were that  
25 Mr. Timreza had used?

TAMOTSU KAWASAKI

October 9, 2019

1           A.    Yeah. I believe Edward came -- I want to say  
2   that Monday, he came at the tail end of my shift and we  
3   ate breakfast together in one of the cafeterias and  
4   talked about what happened.

5                   And I told him, This is what happened, other  
6   people had told me, I took my own decision and said,  
7   Hey, we've got to separate them, this guy has to go  
8   home, so I sent him home. And I said, I e-mailed you  
9   guys and that's it. Wherever you take it from there, I  
10   mean that's -- the ball is in your court.

11           Q.    Okay.

12           A.    In my eyes, I just pretty much handed it off  
13   to the next person. It had nothing -- I -- because like  
14   I said, I don't have the power to do anything like that,  
15   these guys above me that can subsequently reprimand or  
16   do whatever they so choose.

17           Q.    It wasn't your -- it wasn't your place to give  
18   any kind of written warning or anything like that to  
19   Mr. Timreza; is that right? Is that what you're saying?

20           A.    So it was -- that's where it gets -- Edward  
21   did come that Monday with -- he said there's a rule that  
22   there's these three written warnings before anybody gets  
23   laid off, I guess. That's what -- that Monday he told  
24   me about that.

25                   Like I said, I didn't have any training or any

1 knowledge of anything like that. All I knew was, if  
2 there was an issue on my shift, e-mail it and cc these  
3 people on it.

4 Q. Okay. And was -- did Edward Romero tell you  
5 that -- because if you look at the top of the e-mail,  
6 which is -- if you look at your -- it's 8/2 so --

7 A. August 2nd.

8 Q. Yeah, 2015. It says, I believe we can handle  
9 the situation.

10 Do you see that, where you're saying that to  
11 Mr. Quintero? Do -- do you remember -- does that  
12 refresh your recollection about -- did you ever have any  
13 conversations with Mr. Quintero about what had happened  
14 between Judy Timbreza and Mr. Owen Diaz?

15 A. No -- no, I cc'd him. As -- as you can see,  
16 he replied back, Let me know if he can help in this  
17 matter and he was on vacation that weekend.

18 Q. Oh, okay. And then --

19 A. So that's where I said I think we can handle  
20 the situation.

21 Q. And when you say the -- the we there, that we  
22 can handle the situation, you included Ed Romero in the  
23 we; is that correct?

24 MR. ARANEDA: Objection, calls for  
25 speculation -- I mean, lacks foundation.

TAMOTSU KAWASAKI

October 9, 2019

1 Q. Okay. All the time.

2 Did you ever -- were you ever aware of any  
3 kind of run-ins or problems between Owen Diaz and Ramon  
4 Martinez?

5 A. I vaguely remember Owen saying that he -- him  
6 and Ramon didn't like each other.

7 Q. Okay.

8 A. But I don't remember why. I mean, like I  
9 said, I keep to myself. Stuff like that goes in one ear  
10 and out the other. What does it bother me, you guys  
11 don't like each other. You guys are -- you guys work  
12 together. What does it matter. You don't got to like  
13 everybody you work with.

14 Q. Okay.

15 A. Even right now, I don't like some people I  
16 work with, but I deal with it.

17 Q. Sure. Okay. Let's see. Any -- do you  
18 remember anything else about that conversation you had  
19 with Ed Romero about the Judy Timbreza, Owen Diaz  
20 interaction?

21 A. Like I said, I -- the only thing I remember is  
22 I know I e-mailed them. He asked me what the e-mail was  
23 about. I told him they got into an altercation, racial  
24 slurs were said -- that was said to Owen from Judy and I  
25 sent Judy home and the ball is in your court.

1                   And that's where Ed -- Edward came out with,  
2   Well, let's -- we can write him up for this situation  
3   right here and three write-ups is a layoff and then he  
4   gave me that paperwork and I in turn brought it to Judy  
5   and said you need to sign this, this is what happened.  
6   It's not saying you're going to get laid off. It's just  
7   a document stating that this situation happened and  
8   you're being written up for it.

9           Q.    So do you recall that there was some kind of  
10   writing, in terms of writing up Mr. Martinez (sic) for  
11   his conduct, relative to Mr. Diaz; is that right?

12          A.    There should be documents that Ed gave to me  
13   that I in turn had signed. I don't know what Ed did  
14   with those documents after.

15                That's -- like I said, I -- that's above my  
16   pay grade. I don't know -- like I said, I e-mailed,  
17   they had me do what I -- I had to do -- have sign the  
18   documents. I gave everything over to them. I don't  
19   know what they did, where they filed it. There  
20   was nothing ever after that, towards me.

21          Q.    Okay.

22          A.    Like, they didn't say this is what happened,  
23   this is what we're doing, nothing like that.

24          Q.    Okay. And then do -- do you remember if Ed  
25   Romero actually did any kind of investigation of his

1     own, that he made you aware of?

2           **A.     Not that he made me aware of, like**  
3     **investigation-wise. I don't know. I thought that he**  
4     **just got written up for it and that was the end of it.**  
5     **Like I said, my recollection is -- I got -- I gave him**  
6     **the documents to sign, wrote up, I then in turn gave the**  
7     **documents back to Edward.**

8           Q.     Okay. So if I have it down right, at some  
9     point after the altercation between Owen Diaz and Judy  
10    Timbreza, Mr. Romero gave you some kind of write-up for  
11    Mr. Timreza; is that right?

12          **A.     I -- I believe he said that was Tesla's, I**  
13    **guess, their -- their way of backing themself, when an**  
14    **altercation like -- something -- or any altercation that**  
15    **happens, you can write them up for it and they had a**  
16    **three write-up rule. After the third write-up, was a**  
17    **termination.**

18          Q.     Okay. And so in terms of the write-up for  
19    Mr. Timreza, that was given to you by Mr. Diaz (sic) and  
20    then you got Mr. Timreza to sign it and then returned it  
21    to Mr. Diaz; is that right?

22          **A.     Correct.**

23          Q.     And -- and just so we're clear --

24          **A.     Mr. Diaz -- Romero. You're talking about --**

25          Q.     I'm sorry.

1 Q. Okay.

2 A. So -- and I tried calling him, but he didn't  
3 answer, his phone was off.

4 Q. Okay. Did -- did -- and after this e-mail  
5 exchange between you and Mr. Romero, did you have any  
6 additional discussions with Mr. Romero about Judy  
7 Timbreza, that you can recall?

8 A. We didn't have any different discussions. All  
9 I know is after that, Judy did not work for Tesla  
10 anymore or for the staffing company, so I took it upon  
11 myself to believe he got laid off. They didn't tell me  
12 what was going to happen.

13 Q. Okay.

14 A. So...

15 Q. So after -- after you had the -- the  
16 discussion with Mr. Romero, you don't know what happened  
17 to Judy Timbreza; is that right?

18 A. He stopped -- he wasn't working for my shift  
19 anymore. For all I know, he could have been on day  
20 shift.

21 Q. Okay.

22 A. But I'm assuming.

23 Q. Now, I'm going to ask you if this refreshes  
24 your recollection -- actually you're not on this e-mail.  
25 This one.



TAMOTSU KAWASAKI

October 9, 2019

1 the elevator operator didn't show up and it was just you  
2 and Owen and it was just the two of you operating the  
3 elevators together?

4 **A. Yes. That happened a few times.**

5 Q. Okay. And in terms of Mr. Diaz's performance  
6 as a -- as an elevator operator, based just on your  
7 experience, how would you describe Mr. Diaz's  
8 performance, as an elevator operator?

9 A. I had no issues with him performing as an  
10 elevator operator and I had no issues with him  
11 performing as a lead.

12 Q. Okay.

13 A. I wouldn't have recommended a person that  
14 wasn't ready for that position. I mean, when I got  
15 there, I busted my butt day in and day out, and somebody  
16 else recognized it and put me in a position. When I see  
17 somebody busting their butt, I'm going to pay it forward  
18 and put them in a position.

19 Q. Did -- did any of the people who had to work  
20 with -- you know, any of the -- the Tesla people that  
21 had to work with the elevators, did anyone ever complain  
22 to you about any of Owen Diaz's conduct in any way?

23 **A. Nope. Everybody always had a complaint**  
24 **because -- like I said, that elevator ran production.**  
25 **So if the batteries weren't getting up, that means that**

TAMOTSU KAWASAKI

October 9, 2019

1     **factory, it doesn't stop.**

2           Q.     Sure. I'm going to show you what's been  
3     previously marked as Exhibit 34. Exhibit 34, for the  
4     record, is a one-page document Bates-stamped ODIAZ3 and  
5     it's an e-mail from Diaz to Mr. Romero and to you on  
6     October 17th at 6:08 p.m.

7                     Do you remember Mr. Diaz complaining about  
8     Ramon Martinez threatening him?

9           **A.     Yeah, I remember this.**

10          Q.     Tell me -- tell me about what you recall  
11     relating to this threatening incident by Mr. Martinez  
12     towards Mr. Diaz.

13          A.     I remember Owen saying that -- like he stated,  
14     that Roman was waiting down at the bottom elevator,  
15     where Roman wasn't supposed to be because he had nothing  
16     to do with the inside team. He had everything to do  
17     with the outside bailer team and bailing those  
18     cardboards and putting them on the lift. And then in  
19     turn was trying to get over -- I guess he was trying to  
20     be -- show Owen that he was the boss. But at the same  
21     time he wasn't because I had control of the team -- of  
22     the inside building and the outside.

23                     Now, in turn, he e-mailed this situation and I  
24     believe I was off this day and I got the e-mail and  
25     Edward got the e-mail, but Edward dealt with it.

1 is 3:35.

2 (Off the record at 3:35 p.m. and back on  
3 the record at 3:37 p.m.)

4 MR. ORGAN: Okay. We're back on the record.  
5 The time is 3:37.

6 BY MR. ORGAN:

7 Q. Did -- when you were walking around the  
8 facility, did you ever hear anyone using the N-word,  
9 even if you can't identify them, did you hear that word?

10 A. I mean, I heard it all the over the facility.  
11 I mean, it's -- there's a bunch of staffing companies,  
12 man. I mean, you had -- you had a range of people, man.  
13 Staffing companies hire -- you go to a staffing company  
14 because you can't get a job, per se, like a -- I guess a  
15 real person or whatever, you have a background, whatever  
16 it is. I mean, we filtered through a lot of people.  
17 I'm not knocking people for what they do, but it's a  
18 staffing agency, per se. So you got a wide arrange of  
19 people.

20 Like I said, in our age, that word gets thrown  
21 around very causally. Now, if you -- there is tones the  
22 way you say it and what it is, but -- I mean, I've heard  
23 it thrown around there, yeah.

24 Q. How -- how often do you think you heard the  
25 N-word at the Tesla factory?

1           A.    I couldn't -- I really could not tell you how  
2   often I heard it. But, I mean, you hear it. I mean, it  
3   is what it is.

4           Q.    Okay.

5           A.    I don't think nothing of it. I mean, no  
6   complaints were brought to me, so -- and I don't know  
7   what was brought to other people, so.

8           Q.    When you say no complaints were brought to  
9   you, other than the one by --

10          A.    Owen Diaz.

11          Q.    Right.

12          A.    Yeah.

13          Q.    Okay. And in terms of -- there was -- I -- I  
14   saw an e-mail about an NDA, I -- which I think is a  
15   Nondisclosure Agreement.

16                Did you -- did you have any -- were you  
17   required to sign any kind of NDA, as part of your work  
18   at Tesla?

19          A.    I -- maybe, I don't know. Was there -- maybe  
20   if it was in the paperwork they had me sign. I --

21          Q.    Okay.

22          A.    Like I said, I was juiced to become a lead.  
23   Any paperwork they gave me, all right, I get a \$5 pay  
24   bump an hour, why not.

25          Q.    And in -- and in terms of the policies that

TAMOTSU KAWASAKI

October 9, 2019

1 I wasn't totally clear. Were you present for  
2 that altercation?

3 A. I was not present for the altercation. I came  
4 afterwards, when I was called, to come to the  
5 altercation, and I was in a different part of the  
6 warehouse. I don't recollect where I was in the  
7 warehouse. But like I said, I had so many different  
8 positions to fill or oversee --

9 Q. Okay.

10 A. -- in that warehouse. When I got the call, I  
11 went there immediately --

12 Q. Got it.

13 A. -- and they were still arguing.

14 Q. Got it. So did you witness any parts of the  
15 altercation?

16 A. I didn't witness any part of the altercation,  
17 per se. I just showed up and they were still arguing,  
18 almost face-to-face, looked like they were about to  
19 fight, so I got off of my cart and went to them and  
20 said, You got guys to back away from each other, you  
21 know, and what happened and I logged -- I asked Owen  
22 what happened, I asked Judy what happened and then there  
23 were people around and I asked them what happened.

24 Owen said racial slurs were said. The people  
25 around him said Judy said racial slurs towards Owen and

TAMOTSU KAWASAKI

October 9, 2019

1     like I said, my decision at that point was, these guys  
2     are about to fight, one of them's got to go home. It  
3     was like Judy was the aggressor, saying racial slurs, so  
4     I sent him home.

5           Q.     So you heard -- you said they were still  
6     fighting when you got there?

7           A.     They were arguing.

8           Q.     They were arguing.

9                     Did you hear any part of the argument at all?

10          A.     I just heard them saying, Back up. They were  
11     in each other's face and I remember Owen saying, Back up  
12     and Judy was saying, What are you going to do and all  
13     that. And it looked like they were about to fight and  
14     that's where I intercepted and broke them apart --

15          Q.     Okay.

16          A.     -- and said, You go over there and you go over  
17     there and that's in turn why --

18          Q.     So is that everything you remember hearing  
19     from --

20          A.     Yeah. I just remember --

21          Q.     -- that altercation?

22          A.     -- them saying back up to each other. I don't  
23     remember hearing any -- like I said, I didn't hear any  
24     racial slurs, I didn't -- all I got was from what  
25     happened around at that time --

1                   Okay, well, my decision, you got to go home  
2   and I ended up covering the rest of the elevator shift  
3   for that day.

4           Q.   And the other people that you spoke with, what  
5   they were doing, when --

6           A.   So in the elevator -- it's -- it's -- there's  
7   a walkway in front of it and like I say, you see the  
8   elevator on the map, there's a cafeteria, so everybody  
9   from that line side is coming to take their break. I  
10   think it might have been on a break time, where people  
11   were falling off that line and they were just overseeing  
12   it.

13                   I don't know who they were. Like I said, I  
14   only know the employees that I have under me. Everybody  
15   else was a blur.

16           Q.   After you sent Mr. Timreza home that night,  
17   did you ever see him at Tesla again?

18           A.   I think I -- I seen him the next day.

19           Q.   Okay.

20           A.   I seen him the next day. I didn't send -- I  
21   didn't say you're -- you're home indefinitely. I just  
22   said, You got to go home for the night.

23           Q.   You mentioned that at some point he no longer  
24   worked at Tesla, as far as you knew, at least on your  
25   shift.

1           A.    Yes.

2           Q.    Did Mr. Diaz work that day?

3           A.    Yes.

4           Q.    Okay. Did you work Sunday?

5           A.    I did work Sunday.

6           Q.    Did Mr. Timreza work that day?

7           A.    I believe so, yeah, yeah. He worked up until  
8 Monday. The last day I seen him -- he -- so he had  
9 Monday, Tuesday off.

10          Q.    Okay.

11          A.    Right. So he worked Wednesday, Thursday,  
12 Friday, Saturday, Sunday. He had Monday, Tuesday off.  
13 He didn't come back -- they -- that's on Monday, they  
14 told me that he's not coming back.

15          Q.    Okay. And that's --

16          A.    Or they told me to fill the elevator position,  
17 so I assumed he's not coming back. They told me, You  
18 need to find somebody on your shift that can cover the  
19 elevator and that's where I assumed he's not coming back  
20 and then he didn't come back that following Wednesday.

21          Q.    Okay. When -- do you know if Mr. Diaz worked  
22 the Saturday after the altercation?

23          A.    I believe he -- I believe he did because -- I  
24 believe he did because I was very attentive on that  
25 elevator that night, that Saturday night. I was --



TAMOTSU KAWASAKI

October 9, 2019

1 CERTIFICATE OF DEPOSITION OFFICER

2

3 I, ANGIE M. MATERAZZI, CSR No. 13116, duly  
4 authorized to administer oaths Pursuant to Section  
5 2093(b) of the California Code of Civil Procedure,  
6 hereby certify that the witness in the foregoing  
7 deposition was by me duly sworn to testify the truth,  
8 the whole truth and nothing but the truth in the  
9 within-entitled cause; that said deposition was taken at  
10 the time and place therein stated; that the testimony of  
11 the said witness was reported by me and thereafter  
12 transcribed by me or under my direction into  
13 typewriting; that the foregoing is a full, complete and  
14 true record of said testimony; and that the witness was  
15 given an opportunity to read and correct said deposition  
16 and to subscribe the same.

17 I further certify that I am not of counsel nor  
18 attorney for either or any of the parties in the  
19 deposition and caption named, or in any way interested  
20 in the outcome of the cause named in said caption.

21 I hereby certify this copy is a true and  
22 exact copy of the original.

23

\_\_\_\_\_  
ANGIE M. MATERAZZI, CSR 13116

24

25 Date: \_\_\_\_\_

# Exhibit

# 4

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

---oOo---

DEMETRIC DI-AZ, OWEN DIAZ,  
and LAMAR PATTERSON,

Plaintiffs,

vs.

No. 3:17-cv-06748-WHO

TESLA, INC., dba TESLA  
MOTORS, INC.; CITISTAFF  
SOLUTIONS, INC.; WEST VALLEY  
STAFFING GROUP; CHARTWELL  
STAFFING SERVICES, INC.;  
and DOES 1-50, inclusive,

Defendants.

\_\_\_\_\_/

DEPOSITION OF VICTOR QUINTERO

June 7, 2018

Reported by:

Bridget M. Mattos, CSR No. 11410

VICTOR QUINTERO

June 7, 2018

1

A P P E A R A N C E S

2

3

FOR PLAINTIFF:

4

CALIFORNIA CIVIL RIGHTS LAW GROUP

5

BY: LAWRENCE A. ORGAN, ATTORNEY AT LAW

6

332 San Anselmo Avenue

7

San Anselmo, California 94960

8

(415) 453-4740

9

10

FOR DEFENDANT:

11

CONSTANGY, BROOKS, SMITH & PROPHETE

12

BY: BARBARA ANTONUCCI, ATTORNEY AT LAW

13

351 California Street, Suite 200

14

San Francisco, California 94104

15

(415) 918-3006

16

17

(NOT PRESENT)

18

FOR DEFENDANT:

19

PAHL & MCCAY

20

BY: FENN HORTON, ATTORNEY AT LAW

21

225 West Santa Clara Street, Suite 1500

22

San Jose, California 95113

23

(408) 286-5100

24

25

THE VIDEOGRAPHER: SAJA SPEARMAN, CCRLG

VICTOR QUINTERO

June 7, 2018

1           **A.    Yeah, now I got it now.**

2           Q.    -- those you can testify about.

3                   Does that make sense?

4           **A.    Yes, because some of that I didn't know at**  
5 **the time, until now.**

6           Q.    Right.

7                   That's the interesting thing about PMK  
8 depositions in federal court versus PMQ depositions in  
9 state court. In state court, you don't have to learn  
10 stuff. In federal court, you have to learn it. So  
11 anyway -- okay.

12                   What was your position in May 2014 when you  
13 started working at Tesla?

14           **A.    I was managing the food services, janitorial**  
15 **services, grounds, landscaping, elevator services,**  
16 **recycling services. Yeah, I think that was it.**

17           Q.    And what was your title?

18           **A.    I was custodial program manager, was my**  
19 **official title.**

20           Q.    Custodian program manager?

21           **A.    Yes.**

22           Q.    How many employees were in those areas that  
23 you oversaw, the food services, landscaping, elevator,  
24 recycling?

25           **A.    I don't have specific numbers. I can give**

VICTOR QUINTERO

June 7, 2018

1     **you general numbers.**

2           Q.     Yeah, give me a general number.

3           A.     So I think the janitorial was the largest  
4     group we had, like about somewhere between 50 to a  
5     hundred employees.

6           Q.     Okay.

7           A.     Food service had like -- I want to say  
8     between 25 and 50. Recycling had like -- I want to  
9     say 25, 30. And then the elevator service had -- it  
10    was like four -- four -- like 12, 15. And landscaping  
11    had -- I don't know -- I want to say half a dozen.

12          Q.     So if I have it right, you supervised  
13    approximately 118 to 221?

14          A.     I didn't directly supervise them. I  
15    basically managed the contract -- some employees at  
16    the time were in-house. I have supervisors working  
17    for me that did supervise them directly. The  
18    employees that were contract employees were managed  
19    through the -- their own company supervisors and shift  
20    leads. So basically, we managed the contract.

21          Q.     But there were approximately 118 to 221  
22    employees within your sphere of managerial  
23    responsibility; is that correct?

24          A.     Approximately. Yes.

25          Q.     Right. Approximately.

VICTOR QUINTERO

June 7, 2018

1 leads, supervisors, and managers.

2 **A. Yes.**

3 Q. But in terms of the people who worked on the  
4 contracts -- for example, let's talk about janitorial.  
5 Was there a company that did the janitorial service?

6 **A. Yes.**

7 Q. And that company that did the janitorial  
8 service, they had their own shift lead, supervisors  
9 and managers; is that right?

10 **A. Yes, yes, on-site.**

11 Q. And then when they had their on-site shift  
12 lead, supervisors and managers, there were also the  
13 contract supervisors who were Tesla employees;  
14 correct?

15 **A. Yes.**

16 Q. And the Tesla employees, if they wanted to  
17 have the janitorial service work in a particular area  
18 of the factory because some incident had happened  
19 where there was a need for a cleanup, they could  
20 direct the shift lead, supervisors and managers for  
21 the janitorial contractor to get employees to go  
22 there; correct?

23 **A. Yes.**

24 Q. And the contract supervisor could also at  
25 least direct the work of those people who were

VICTOR QUINTERO

June 7, 2018

1 MR. ORGAN: Okay.

2 Q. The supervisors could hand out Tesla safety  
3 glasses to their contract employees; correct?

4 A. I don't know if they were Tesla or not. It's  
5 a different company that provides them. Mallory  
6 Safety or something.

7 Q. Are there any of the contractors who worked  
8 in the areas that you have -- for example, janitorial,  
9 food service, recycling, elevator, or landscaping --  
10 that transitioned from a contract employee to a  
11 regular Tesla employee?

12 A. Yes.

13 Q. And when they transition from a contract  
14 employee to a regular Tesla employee, did they have to  
15 move out of those particular areas, or could they  
16 continue to work in the areas they previously worked  
17 in?

18 A. There was very few. They eventually were  
19 separated, so they couldn't -- no, they could not work  
20 together.

21 Q. When did that separation occur?

22 A. Like shortly after I started working there.

23 Q. You started in 2014? You said May 12th of  
24 2014?

25 A. Yes.



VICTOR QUINTERO

June 7, 2018

1        Q.    So in 2015, were the workers separated so  
2        that they couldn't work with the Tesla workers?

3        **A.    I did it probably like within the first three**  
4        **months of my employment.**

5        Q.    Oh, so you separated the contract employees  
6        from the regular Tesla employees?

7        **A.    Yes.**

8        Q.    So there would be interactions, though,  
9        between regular Tesla employees and the contract  
10       employees; right?

11       **A.    When I first started working there, yes.**

12       Q.    Well, for example, the elevator operators,  
13       they had interactions with Tesla employees all the  
14       time; right?

15       **A.    The elevator operators were never -- when I**  
16       **first started working there and took over, there were**  
17       **never Tesla employees and contract employees working**  
18       **together side by side.**

19       Q.    Meaning, there were no elevator operators who  
20       were Tesla employees?

21       **A.    That is correct.**

22       Q.    But Tesla employees would bring stuff onto  
23       the elevators; correct?

24               MS. ANTONUCCI: Objection; lacks foundation.

25               THE WITNESS: Only the elevator operators

VICTOR QUINTERO

June 7, 2018

1       were allowed to bring things into the elevator.

2               MR. ORGAN:   Okay.

3               Q.     But taking stuff to the elevator, that was  
4       something that Tesla employees could do; right?

5               MS. ANTONUCCI:   Objection; lacks foundation.  
6       Go ahead.

7               THE WITNESS:   There's a drop zone where the  
8       people who work on the line deliver things to the  
9       line, would leave the product, and then the elevator  
10      operators would take it from there, load it, bring it  
11      down, and leave it downstairs in the drop zone, or up,  
12      and then somebody else would take it from there. So  
13      elevator operators, they only took things up from the  
14      top to the bottom or from the bottom up. Not just  
15      anybody could do it, only the elevator operators could  
16      do it.

17              MR. ORGAN:   Q.   In terms of -- why did you  
18      separate the Tesla employees from the contract  
19      employees?

20              A.    Because I didn't want to have any  
21      co-employment issues.

22              Q.    You didn't want to have any co-employment  
23      issues, what do you mean by that?

24              A.    I didn't want to have contractors and Tesla  
25      employees working together side by side; you know,

1       they had to be separate. They had to --

2           Q.     Why?

3           A.     Because I didn't want to have problems with  
4       co-employment or anything like that. Whenever  
5       there's -- like let's say there's an HR issue. If the  
6       same company -- you know, they -- typically, they  
7       handle their own issues. They have to handle their  
8       own issues.

9                   When you have different companies working  
10      together side by side, it gets a little bit more  
11      complicated, and, you know, this HR person has to talk  
12      to that HR person, and then it's not like the same  
13      company. It gets kind of messy.

14          Q.     Did someone tell you to do this?

15          A.     No.

16          Q.     What was your background that you decided  
17      that you needed to keep the employees from working  
18      together?

19          A.     Just years of experience and, you know,  
20      previous employment.

21          Q.     What was your previous employment to Tesla?

22          A.     I worked for Intel Corporation.

23          Q.     Okay. How long did you work for Intel?

24          A.     30 years. 30-plus.

25          Q.     And what did you do at Intel?

VICTOR QUINTERO

June 7, 2018

1 MR. ORGAN: Exhibit 35, for the record, is a  
2 three-page document, Bates-stamped Tesla 140 through  
3 142. And it's some emails from October 20th of 2015.

4 Q. Have you seen this email before?

5 A. It doesn't show -- it says here "Ramon's  
6 statement," but I don't see Ramon's statement.

7 Q. No, I don't know where that is either.

8 A. Okay.

9 Q. Have you seen Ramon's statement?

10 A. No.

11 Q. Have you reviewed Ramon's statement to get  
12 ready for today?

13 A. No, I don't remember this.

14 Q. You were involved, because your name's  
15 referenced by Wayne Jackson.

16 A. Yes.

17 Q. What was Wayne Jackson's role?

18 A. He was the on-site manager for nextSource.

19 Q. It says here, Ed Romero was instructed by you  
20 to meet with Ramon Martinez and Owen Diaz.

21 Do you see that?

22 A. Yes.

23 Q. Why were you instructing Ed Romero to get  
24 involved in this issue between Ramon Martinez and Owen  
25 Diaz?

VICTOR QUINTERO

June 7, 2018

1                   MS. ANTONUCCI: Objection; lacks foundation,  
2                   calls for speculation.

3                   THE WITNESS: Well, I guess because of the  
4                   fact that if there was a problem that needed to be  
5                   solved, he needed to work with him -- both of them  
6                   being shift supervisors or leads, you know, he needed  
7                   to make sure they were on the same page, as far as  
8                   what our expectations are.

9                   MR. ORGAN: Q. So there was, at least,  
10                  interface between the Tesla managers and the contract  
11                  managers; correct?

12                  **A. Yes.**

13                  Q. And they were to work together to resolve  
14                  workplace issues; right?

15                  MS. ANTONUCCI: Objection; vague, lacks  
16                  foundation.

17                  THE WITNESS: Yes. Typically, if there was a  
18                  problem, they would work together to solve the problem  
19                  or communicate to their management that there was a  
20                  problem they needed to go fix.

21                  MR. ORGAN: Q. Have you ever seen the  
22                  interview notes between -- relative to Owen Diaz and  
23                  Ramon Martinez?

24                  MS. ANTONUCCI: Objection.

25                  THE WITNESS: No.

1 MS. ANTONUCCI: Vague.

2 MR. ORGAN: Q. And when I'm talking about  
3 "interview notes," I'm talking about interview notes  
4 relating to this incident where Owen Diaz is talking  
5 about threatening conduct on the elevator on October  
6 17th.

7 A. I only saw this about a week ago.

8 Q. You don't recall what other involvement you  
9 had, other than to tell Ed Romero to work with Owen  
10 Diaz and Ramon Martinez; right?

11 A. Say that again.

12 Q. You don't recall, other than the references  
13 here to your asking Ed Romero to coordinate with Ramon  
14 Martinez and Owen Diaz to work out that workplace  
15 issue; correct?

16 A. Yeah, I mean, I don't have the -- I don't  
17 remember the specifics at the time. But more than  
18 likely, Ed may have talked to me about it, because I  
19 know he did talk to me about Owen's pattern of  
20 collaboration issues with people, you know, negative  
21 behavior.

22 Q. Ed Romero talked to you about that?

23 A. Yes.

24 Q. Okay.

25 A. And so it would have been Ed's job to talk to

VICTOR QUINTERO

June 7, 2018

1 Q. Have you ever heard of a pickaninny?

2 A. Pickaninny?

3 Q. Pickaninny.

4 A. No.

5 Q. A pickaninny is an offensive image that was  
6 used at the turn of the last century to depict  
7 African-Americans in offensive ways.

8 Have you ever of that?

9 A. No, not that.

10 Q. Okay.

11 A. I'm not that old.

12 Q. No, I didn't think you were.

13 How old are you?

14 A. 59.

15 Q. And what was done as a result of your  
16 receiving this picture, which is the second page of  
17 Exhibit 37?

18 A. Yeah, so Wayne and I talked about it, and  
19 Wayne stated that he was going to -- he either had or  
20 was going to suspend Ramon, and that -- so we talked  
21 about whether Ramon should be terminated or not. And  
22 so the decision was made to give him a permanent  
23 written warning to make sure it didn't happen again.  
24 And I remember the decision was based on the fact that  
25 Ramon had never exhibited this type of behavior

1 before, as far as like anything that was offensive to  
2 anybody, doing anything that's offensive to anybody.  
3 And, yeah, so that was the decision that was made at  
4 the time. Basically, it was Wayne's decision, and I  
5 agreed.

6 Q. Okay. So the two of you talked about it --

7 A. Yes.

8 Q. -- and decided on a course of action;  
9 correct?

10 A. Yes. But mainly, it was Wayne Jackson who  
11 made the decision. It's his employee, so...

12 Q. Did Wayne Jackson --

13 A. I can -- my perspective is I can only  
14 recommend certain things, you know.

15 Q. What did you recommend should be done?

16 A. That I agreed with his recommendation to  
17 suspend Ramon and give him a permanent written  
18 warning, which basically meant that if it happened  
19 again, he's terminated.

20 Q. Is Ramon Martinez still working at the Tesla  
21 plant?

22 A. Yes.

23 Q. Where does he work now?

24 A. Same thing, recycling.

25 Q. But now he's got -- he's a supervisor now;



VICTOR QUINTERO

June 7, 2018

1 right?

2 A. Either he was at the time, but for sure he is  
3 now.

4 Q. Is Ramon Martinez a regular Tesla employee  
5 now?

6 A. No, he's a nextSource employee. Supervisor.

7 Q. Okay.

8 A. And since then, he has never demonstrated any  
9 other offensive behavior to anybody.

10 Q. Have you checked with the employees around to  
11 find out if that's true?

12 A. No. I don't talk to everybody myself, in  
13 person.

14 Q. So how do you know he hadn't done anything  
15 offensive to anyone else?

16 A. That has come to my attention.

17 Q. Who told you that?

18 A. That is what I know today.

19 Q. How do you know that?

20 A. Because since this happened, I have not  
21 received any feedback on Ramon, as far as anybody  
22 being offended by discrimination or harassment or  
23 anything like that.

24 Q. Have you heard about the allegations that  
25 there are numerous Tesla black employees who have been

VICTOR QUINTERO

June 7, 2018

1 Q. What's his title?

2 A. I believe his title is recycling and  
3 commodities manager.

4 Q. And how do you spell his last name?

5 A. L-O-W-E-R-Y.

6 Q. Do you remember the substance of your  
7 conversation with Wayne Jackson, in terms of whether  
8 either one of you recommended that Mr. Martinez be  
9 fired for the picture that's in Exhibit 37?

10 A. If I remember correctly, we talked about it.  
11 He was the one that recommended that Ramon be  
12 suspended and given a warning, based on the fact that  
13 this was like -- this type of situation never happened  
14 before with Ramon, as far as someone being offended,  
15 you know, by something that he did.

16 Q. Well, weren't you aware of the fact that  
17 Mr. Diaz had alleged more than just the picture, the  
18 pickaninny picture; that he had alleged that  
19 Mr. Romero had engaged in inappropriate conduct?

20 A. No.

21 Q. Weren't you aware that Mr. Diaz at least  
22 alleged that Mr. Martinez's behavior was getting  
23 worse?

24 A. No.

25 Q. Weren't you aware that Mr. Diaz had claimed

VICTOR QUINTERO

June 7, 2018

1 State of California )

2 County of Marin )

3

4 I, Bridget M. Mattos, hereby certify  
5 that the witness in the foregoing deposition was by me  
6 duly sworn to testify to the truth, the whole truth  
7 and nothing but the truth in the within entitled  
8 cause; that said deposition was taken at the time and  
9 place herein named; that the deposition is a true  
10 record of the witness's testimony as reported to the  
11 best of my ability by me, a duly certified shorthand  
12 reporter and disinterested person, and was thereafter  
13 transcribed under my direction into typewriting by  
14 computer; that the witness was given an opportunity to  
15 read, correct and sign the deposition.

16 I further certify that I am not  
17 interested in the outcome of said action nor connected  
18 with or related to any of the parties in said action  
19 nor to their respective counsel.

20 IN WITNESS WHEREOF, I have hereunder  
21 subscribed my hand on June 7, 2018.

22

23 BRIDGET M. MATTOS, CSR NO. 11410

24

25

# Exhibit

# 5

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

---oOo---

DEMETRIC DI-AZ, OWEN DIAZ, and  
LAMAR PATTERSON,

Plaintiffs,

No. 3:17-cv-06748-WHO

vs.

TESLA, INC. dba TESLA MOTORS,  
INC.; CITISTAFF SOLUTIONS,  
INC.; WEST VALLEY STAFFING  
GROUP; CHARTWELL STAFFING  
SERVICES, INC.; NEXTSOURCE,  
INC.; and DOES 1-50,  
inclusive,

Defendants.

\_\_\_\_\_ /

DEPOSITION OF WAYNE JACKSON

Friday, May 17, 2019

Reported by: Patricia Rosinski, CSR #4555

Job No. 13571

WAYNE JACKSON

May 17, 2019

A P P E A R A N C E S

FOR THE PLAINTIFFS:

CALIFORNIA CIVIL RIGHTS LAW GROUP

By: LAWRENCE A. ORGAN

Attorney at Law

332 San Anselmo Avenue

San Anselmo, California 94960

(415) 453-4740

larry@civilrightsca.com

FOR THE DEFENDANT WEST VALLEY STAFFING GROUP:

PAHL & MCCAY

By: FENN C. HORTON, III

Attorney at Law

225 West Santa Clara, Suite 1500

San Jose, California 95113

(408) 286-5100

fhorton@pahl-mccay.com

FOR THE DEFENDANT NEXTSOURCE, INC.:

FISHER & PHILLIPS

By: JUAN C. ARANEDA

Attorney at Law

One Embarcadero Center, Suite 2050

San Francisco, California 94111

(415) 490-9000

jaraneda@fisherphillips.com

FOR THE DEFENDANT TESLA INC. dba TESLA MOTORS INC.:

SHEPPARD, MULLIN, RICHTER & HAMPTON

By: PATRICIA M. JENG

Attorney at Law

Four Embarcadero Center, 17th Floor

San Francisco, California 94111

(415) 434-9100

pjeng@sheppardmullin.com

WAYNE JACKSON

May 17, 2019

1 A P P E A R A N C E S (continued)

2

3 FOR THE DEFENDANT CHARTWELL STAFFING SERVICES, INC.:

4 LAFAYETTE & KUMAGAI LLP

By: CHERYL A. STEVENS

5 Attorney at Law

1300 Clay Street, Suite 810

6 Oakland, California 94612

(415) 357-4600

7 cstevens@lkclaw.com

8

9

10

11

---oOo---

12

13

14

15

16

17

18

19

20

21

22

23

24

25

WAYNE JACKSON

May 17, 2019

1 MR. ORGAN: Q. What was nextSource's  
2 relationship to Tesla, as you understood it?

3 A. They were a service provider.

4 Q. What do you mean by "a service provider"?

5 A. In the sense of they weren't a staffing agency  
6 or anything. Like I said, more of a liaison between a  
7 staffing agency and Tesla for services Tesla had  
8 requested.

9 Q. When you were working as a recruiter for  
10 nextSource, were you recruiting employees to Tesla?

11 A. Yes, sir.

12 Q. The employees who you were recruiting to Tesla,  
13 were they primarily to work as production associates at  
14 the Tesla factory?

15 A. Not necessarily. They were different areas of  
16 facilities. That was probably one of the main areas.

17 Q. The facilities workers, what were the types of  
18 jobs that they were typically doing that you were  
19 recruiting for?

20 A. HVAC techs, electricians, things of that  
21 nature, power washers.

22 Q. Who was your main contact person, then, at  
23 nextSource when you were doing recruiting?

24 A. My manager was Terri Garrett.

25 Q. Do you remember what Terri Garrett's position



WAYNE JACKSON

May 17, 2019

1        was?

2            **A.    I don't recall, no. It's been a few years.**

3            **Q.    Yes.**

4                    Director of Operations, does that sound  
5            familiar?

6            **A.    Yeah, that could be. That could be a better**  
7            **title.**

8            Q.    You started working for nextSource, you think,  
9            in around 2015.

10                    Is that right?

11            **A.    Yeah, somewhere around there. I'm not sure of**  
12            **the exact date.**

13            Q.    And then you worked as a recruiter for,  
14            perhaps, up to a year.

15                    Is that right?

16            **A.    Close to a year, yes.**

17            Q.    And then you started -- you kind of shifted out  
18            of recruiting to do, I think it was a program  
19            coordinator role.

20                    Is that correct?

21            **A.    Yes.**

22            Q.    Or program manager --

23            **A.    Manager, uh-hum.**

24            Q.    -- right.

25                    But I think you described the program manager

WAYNE JACKSON

May 17, 2019

1       or less.

2           Q.     Tell me how it worked in terms of, let's say  
3       someone raised a complaint of discrimination or  
4       harassment --

5           A.     Uh-hum.

6           Q.     -- what was your understanding of how such a  
7       complaint was to be handled?

8           MR. ARANEDA: It's vague.

9           MR. ORGAN: It is a little big vague. Let me  
10       try it again so it's a little clearer.

11          THE WITNESS: Uh-hum.

12          MR. ORGAN: Q. Let's assume that a contract  
13       employee, meaning someone who wasn't a regular Tesla  
14       employee but was a contract employee who nextSource was  
15       doing liaison with, what was your understanding of the  
16       procedure for -- if a contract employee for one of the  
17       companies that you were doing liaison for made a  
18       complaint of harassment or discrimination, what was the  
19       process that was supposed to be followed?

20          A.     I alerted the agency, usually one of the first  
21       things I did, whatever supplier they were from. I would  
22       gather any information I could get, present that to the  
23       agency, and then they would kind of conduct their  
24       investigation from there.

25          Q.     When such a complaint was raised, what was your

WAYNE JACKSON

May 17, 2019

1 function in terms of what did you do relative to Tesla  
2 or alerting Tesla to the complaint?

3 A. To alert Tesla, per se, it depended on what the  
4 complaint was, to be very honest.

5 Q. Let's say it's a race harassment or  
6 discrimination complaint; would you alert Tesla as to  
7 such a complaint like that?

8 MR. ARANEDA: Objection. Vague. It calls for  
9 speculation. It's an incomplete hypothetical.

10 You can go ahead and answer if you understand  
11 the question.

12 THE WITNESS: Yes. We would alert Tesla, yes.

13 MR. ORGAN: Q. And how would you alert Tesla  
14 to a complaint of harassment or discrimination by a  
15 contract employee working for one of the companies  
16 you're doing liaison with?

17 A. It would usually be to contact their HR  
18 department.

19 Q. Was there a particular person in Tesla human  
20 resources who you would --

21 A. No, sir.

22 Q. -- work with?

23 A. No, sir. There was so many HR reps there.  
24 Yeah, mostly there wasn't.

25 Q. And would you -- was it your practice to alert

WAYNE JACKSON

May 17, 2019

1 THE WITNESS: As far as I'm aware, I believe  
2 they were all supposed to have any training at their  
3 agency.

4 MR. ORGAN: Okay.

5 THE WITNESS: Yeah.

6 MR. ORGAN: Q. But in terms of your -- when  
7 you became the manager, the program manager, you did  
8 some investigations into complaints of discrimination  
9 and harassment.

10 Is that true?

11 A. Some, yes, but more or less  
12 information-gathering. You know, I would gather the  
13 information, and then submit it to the agency.

14 Q. Okay. And in terms of your training into  
15 investigating or fact-gathering relative to claims of  
16 discrimination or harassment, would you agree that any  
17 kind of investigation you would be doing would need to  
18 be prompt, objective, and timely -- prompt, objective  
19 and thorough -- sorry -- prompt, objective, and  
20 thorough?

21 A. Yes.

22 Q. And did you participate in terms of any  
23 investigations or fact-finding relative to claims of  
24 discrimination or harassment at the Tesla factory?

25 A. Yes.

WAYNE JACKSON

May 17, 2019

1 Q. And was it your goal to try and fulfill those  
2 three goals of being prompt, objective, and thorough  
3 relative to the investigations you did at the Tesla  
4 factory?

5 A. Yes.

6 Q. Tell me, what are -- do you have any kind of  
7 checklist that you go through that, you know, you --  
8 that you use when you do an investigation?

9 A. Yes, I used to have it. I don't have it now,  
10 though.

11 Q. Okay.

12 A. I mean, everything's on my computer.

13 Q. I see.

14 Did Tesla have, like, guidelines or anything  
15 like that in terms of doing investigations or  
16 fact-gathering at its facility?

17 A. I don't recall them providing any.

18 Q. But in terms of when you did the fact-gathering  
19 or the investigations at the Tesla factory relative to  
20 discrimination and harassment complaints, you provided  
21 the information that you gathered to Tesla.

22 Is that true?

23 A. No, I provided it to their employer, who was  
24 the agency.

25 Q. I see.

WAYNE JACKSON

May 17, 2019

1                   In terms of Tesla keeping informed of what was  
2           being investigated, was there any kind of procedures for  
3           keeping -- making sure that Tesla was informed of  
4           investigations?

5           **A.       That was more up to the agency. They -- they**  
6           **really had to.**

7           Q.       Okay.

8           **A.       Because they weren't my employees, per se.**

9           Q.       I see.

10                   How many investigations did you do into  
11           complaints of race harassment towards African-Americans  
12           while you were --

13           **A.       I only --**

14           Q.       -- at Tesla?

15           **A.       I only recall, maybe, one.**

16           Q.       And was the one investigation that you worked  
17           on relative to Owen Diaz?

18           **A.       Yes, sir.**

19           Q.       So tell me about the investigation you did  
20           relative to Owen Diaz.

21                   How did you first find out there was a problem?

22           **A.       I'm trying to remember if it was a phone call**  
23           **or an email. I can't recall. Yeah, I don't recall**  
24           **exactly how I found out. It was either a phone call or**  
25           **an email.**

WAYNE JACKSON

May 17, 2019

1           Q.     And do you remember what the information was  
2           that you got that there was a problem relative to  
3           Owen Diaz?

4           A.     There was a disparaging picture found on some  
5           boxes.

6           Q.     Did you get a copy of the picture?

7           A.     I believe so. I believe it was e-mailed to me.  
8           Someone took a photo and e-mailed it to me.

9           Q.     It was a picture of a pickaninny.  
10           Is that correct?

11          A.     I don't --

12          Q.     Is that your recollection?

13               MR. ARANEDA: Objection.

14               THE WITNESS: I don't know if it was a --

15               MR. ARANEDA: Vague.

16               THE WITNESS: Yeah. I don't know what you'd --  
17           you'd call it. It was offensive. It was a -- I think I  
18           used to call it a jigaboo or something, you know.

19               MR. ORGAN: Right.

20               THE WITNESS: I forget what they called it.

21               MR. ORGAN: Q. It was an offensive depiction  
22           of an African-American.

23               Is that correct?

24          A.     Yes, sir.

25          Q.     And you found it offensive, right, when you saw

WAYNE JACKSON

May 17, 2019

1           A.     I don't know.

2           Q.     Okay. Going back to Mr. Diaz's complaint about  
3           the jigaboo, what did you do to investigate that  
4           incident?

5           A.     If I recall correctly, I got statements. I got  
6           photographs of the drawing. I alerted Chartwell -- I  
7           believe it was Chartwell. It might have been CitiStaff;  
8           I can't remember.

9                     Like I say, we had contractors from different  
10           suppliers.

11          Q.     Sure.

12          A.     And I alerted the manager for Tesla over that  
13           area, which was Victor Quintero.

14          Q.     Owen Diaz worked for CitiStaff.

15                     Do you remember that?

16          A.     I don't recall if it was CitiStaff or  
17           Chartwell. Like I said, we had several suppliers, so...  
18           It's been three, four years, so I couldn't tell you  
19           exactly which one.

20          Q.     Do you remember the person who put up the  
21           jigaboo drawing was Ramon Martinez?

22          A.     Yes. I believe so, yes.

23          Q.     In addition to getting statements from  
24           Mr. Martinez and Mr. Diaz, did you get statements from  
25           anybody else other than those two?



WAYNE JACKSON

May 17, 2019

1       least the topics are that you discussed or the substance  
2       you discussed with Victor Quintero about the jigaboo  
3       drawing.

4               MR. ARANEDA: Objection. It calls for a  
5       narrative.

6               THE WITNESS: More or less if -- it was -- if  
7       I'm not mistaken, it was -- you'll have to give me a  
8       moment. I'm trying to remember.

9               MR. ORGAN: No, that's okay.

10              THE WITNESS: That it was a very offensive  
11      drawing. I believe, if I'm not mistaken, I recommended  
12      to -- it might have been Chartwell -- and to  
13      Mr. Quintero that we probably should terminate  
14      Mr. Martinez.

15              But I couldn't terminate him because he wasn't  
16      my employee, per se, but I did make the recommendation.

17              MR. ORGAN: Q. Do you remember what  
18      Mr. Quintero said back in terms of your recommendation  
19      of termination for Mr. Martinez?

20              A.     If I'm not mistaken, he was, Let's see what  
21      Chartwell -- check with Chartwell. Because, once again,  
22      it was Chartwell's employee, so we couldn't really -- I  
23      could recommend termination, but I couldn't terminate,  
24      per se.

25              Q.     With the contract employees, Tesla could

WAYNE JACKSON

May 17, 2019

1 terminate those employees in terms of saying, We don't  
2 want them to work here anymore; right?

3 A. They could basically say they didn't want them  
4 on-site --

5 Q. Okay.

6 A. -- yeah.

7 They couldn't terminate them, though, because  
8 they weren't Tesla employees.

9 Q. But Tesla could say they can't work at the  
10 Tesla factory anymore; right?

11 A. Yeah. As far as I know, yes.

12 Q. So in terms of a contract employee working at  
13 the Tesla factory, based on your understanding, Tesla  
14 could at least stop the employee from working at the  
15 Tesla factory; right?

16 A. Yes, sir.

17 Q. Did you ever have any discussions with an  
18 Ed Romero about Mr. Diaz?

19 A. Yes, sir.

20 Q. Tell me about what you remember in terms of  
21 your discussions with Edward Romero about Mr. Diaz.

22 MR. ARANEDA: Objection. Vague.

23 THE WITNESS: I'm trying to think. If I'm not  
24 mistaken, Mr. Romero was having some issues with  
25 Mr. Diaz with regards to attendance and attitude and

WAYNE JACKSON

May 17, 2019

1       doing disciplinary or things of that nature, if I'm not  
2       mistaken.

3               MR. ORGAN: Q. So your understanding of  
4       Ed Romero's tasks, though, relative to the elevator  
5       operators was that he could do scheduling, right --

6               A. Yes, sir.

7               Q. -- for them, and that Mr. Romero would at least  
8       direct their work; right?

9               A. Yes, sir.

10              Q. How would discipline towards contract employees  
11 take place, then, typically?

12              A. If there was a complaint, I would alert their  
13 agency of the complaint.

14              Q. And then it was up to the agency to do the  
15 disciplinary action.

16                      Is that right?

17              A. Yes, sir. Whether they were terminated, I  
18 couldn't terminate. They weren't my employees.

19              Q. I see.

20              A. Yeah.

21              Q. Could you recommend termination for people?

22              A. I mean, I can make a recommendation, but it  
23 wasn't -- the final decision wasn't mine.

24              Q. I see.

25                      Then in terms of Tesla's role in any kind of

WAYNE JACKSON

May 17, 2019

1           **A.     Jaime, yes.**

2           Q.     Was that Jaime Salazar?

3           **A.     Yes, I believe that was his name.**

4           Q.     We know it's not Jaime Lannister from Game of  
5           Thrones.

6           **A.     I'm a GOT fan.**

7           Q.     Are ya?

8           **A.     Yes.**

9           Q.     What do you think of that last episode? Have  
10          you seen it?

11          **A.     I think it cost her the throne.**

12          Q.     Well, just one left, so...

13                   Okay. We are at 123?

14                   THE REPORTER: We are.

15                   (Whereupon, Plaintiffs' Exhibit 123 was marked  
16                   for identification and is attached hereto.)

17                   MR. ORGAN: Now, this is 123. It's a two-page  
18                   document Bates-stamped TESLA-629 and 630.

19                   (Document reviewed by the deponent.)

20                   MR. ORGAN: Q. And I guess there's some, well,  
21                   information about recruiting, and then there's some  
22                   discussion about a Ramon Martinez/Owen Diaz incident.

23                   Is that right?

24           **A.     Yes, sir.**

25          Q.     And this is the -- so in October of 2015, you

WAYNE JACKSON

May 17, 2019

1        became aware of an incident between Mr. Martinez and  
2        Mr. Diaz.

3                    Is that correct?

4            A.     Yes, sir. I was -- honestly, I was still in a  
5        recruiter's role at that point. They hadn't  
6        transitioned me over as of yet.

7            Q.     I see.

8            A.     So I was kind of trying to fill two roles at  
9        once.

10          Q.     Wearing two hats?

11          A.     Yes, sir.

12          Q.     Do you remember any of the details of what the  
13        issue was?

14          A.     If I'm not mistaken, there was some type of  
15        verbal altercation.

16          Q.     Mr. Martinez worked in recycling.

17                    Is that right?

18          A.     Yes, sir.

19          Q.     And Mr. Diaz worked as one of the elevator --

20          A.     Yes.

21          Q.     -- operators?

22          A.     Yes, sir.

23          Q.     Do you remember what the nature of the verbal  
24        altercation was in this October 2015 time period?

25          A.     I could not tell you the details, to be honest,

WAYNE JACKSON

May 17, 2019

1        I -- it's been so long. I remember it was something to  
2        the effect they were trying to move some recycling  
3        material in the elevators, and I guess there was -- I  
4        don't know what -- I can't remember what it was, but  
5        Ramon and Mr. Diaz got into a verbal altercation over  
6        the use of the elevator.

7            Q.     Did you do an investigation into that incident?

8            A.     Like I said, I was just starting in that role,  
9        so it wasn't really my role to do that at that point. I  
10       was still, honestly, a recruiter.

11          Q.     Okay.

12          A.     I asked Miss Garrett what did she want me to  
13       do. I believe we got statements from each of them, and  
14       I let the -- let the agencies handle it from there.

15          Q.     Do you know who a Deb Gryske is?

16          A.     Yes, she was a -- I can't remember her role at  
17       nextSource. More of a technology person.

18          Q.     Okay.

19                   We're going to -- this is Exhibit 124?

20                   THE REPORTER: Yes.

21                   (Whereupon, Plaintiffs' Exhibit 124 was marked  
22                   for identification and is attached hereto.)

23                   (Document reviewed by the deponent.)

24                   MR. ORGAN: Exhibit 124, for the record, is a  
25       two-page document Bates-stamped TESLA-635 and 636.

WAYNE JACKSON

May 17, 2019

1 Q. The laptop that you created the notes on, that  
2 would have been the laptop, though, that was the  
3 company's -- was nextSource's laptop?

4 A. Yes, sir.

5 Q. And when you left nextSource, you returned that  
6 laptop to them; correct?

7 A. Yes, sir.

8 Q. Do you remember the name or the title of the  
9 notes that you created?

10 A. I have no recollection. I'm sorry. It's been  
11 so long, yeah, I couldn't.

12 Q. I get that.

13 A. Okay.

14 Q. If you look at the second page of Exhibit 126,  
15 it mentions --

16 MR. ARANEDA: What Bates are you looking at?

17 MR. ORGAN: 134, the second page.

18 MR. ARANEDA: Okay.

19 MR. ORGAN: Q. -- there's an email kind of in  
20 the middle from Terri Garrett to Erin Marconi.

21 Who was Erin Marconi?

22 A. I believe she was in human resources for Tesla.

23 Q. Was that typical protocol to at least inform  
24 Tesla HR whenever there was some kind of fact-gathering  
25 or investigation being done?

WAYNE JACKSON

May 17, 2019

1           **A.     Yes, sir, if there was something serious.  If**  
2           **it was someone late, no, we wouldn't notify them, but**  
3           **anything else, yes.**

4           Q.     Right.

5                     So any kind of verbal altercation typically  
6 would be copied to Tesla; right?

7           **A.     I wouldn't --**

8           Q.     Well, let me --

9           **A.     -- say that, no, sir.**

10          Q.     Any verbal altercation where there's  
11 allegations of some kind of threat, that would be copied  
12 to Tesla --

13          **A.     Yes, sir.**

14          Q.     -- right?

15                     And, then, in that email from Terri to Erin,  
16 Terri mentions in there, it says:

17                     "It looks like Victor is asking Ed Romero to  
18 get involved in a temporary worker ER [sic]  
19 issue.  My recommendation is that Ed not be  
20 involved."

21                     I'm just wondering, do you have any  
22 recollection of talking to Terri Garrett about Victor or  
23 Ed's involvement in this investigation?

24          **A.     Yes.  The email even shows that she had asked**  
25 **me, you know, why is Ed doing this, and I said, "He was**



WAYNE JACKSON

May 17, 2019

1       **instructed by Victor."**

2           Q.     Okay. And, then, in terms of any discussions  
3       that you had with Ed Romero, do you recall any  
4       discussions with Ed about this altercation between  
5       Mr. Diaz and Martinez?

6           A.     I'm sure I did, but I can't recall what the  
7       details were, to be honest.

8           Q.     What was the ultimate outcome of this  
9       investigation that you did into 126 -- into the  
10      information in Exhibit 126? Do you remember?

11          A.     I don't recall. I believe it was a -- a  
12      warning was issued. Yeah, I believe so.

13          Q.     Was a warning issued to Mr. Martinez, then?

14          A.     I don't recall. I think it was both in the  
15      sense if I -- I can't even remember because, like I  
16      said, Mr. Diaz had -- the timing is probably what's  
17      throwing me off a little bit.

18                But he had a few interactions with employees  
19      where he was pretty aggressive, I guess you could say,  
20      and we probably verbally counseled both of them to --  
21      to, you know, more or less, play nice with each other in  
22      the sandbox.

23          Q.     And do you think -- if you go back to  
24      Exhibit 125 where Mr. Ramon Martinez has that email on  
25      October 17th at 4:56 a.m., do you recall that

WAYNE JACKSON

May 17, 2019

1       Mr. Martinez said that Mr. Diaz was aggressive?

2               Because he doesn't mention that in the email.

3       He says unprofessional or --

4           **A.     Yeah, he didn't say -- yeah, I don't believe he**  
5       **said that. He just -- like I said, it was more of an**  
6       **attitude issue.**

7           Q.     In terms of Ramon Martinez's complaint about  
8       Mr. Diaz, it was more about Mr. Diaz's attitude, not  
9       about his aggressiveness; correct?

10          **A.     More of about his professionalism, yes, sir.**

11          Q.     Mr. Martinez thought that Mr. Diaz needed to be  
12       more professional with him.

13               Is that right?

14               MR. ARANEDA: It calls for speculation.

15               THE WITNESS: I wouldn't say with him, but more  
16       with everybody. He wasn't being professional with a few  
17       people in the -- not only other contractors, but Tesla  
18       employees.

19               MR. ORGAN: Q. Did Mr. Martinez tell you how  
20       Mr. Diaz was not being professional?

21           **A.     Like I said, it was more of an attitude, so I**  
22       **really couldn't -- I couldn't answer that for**  
23       **Mr. Martinez, to be honest. More or less, it was just**  
24       **that Owen was getting into it with a lot of individuals.**

25           Q.     Okay.

WAYNE JACKSON

May 17, 2019

1       October 15th time period?

2           A.     I don't remember the details, honestly. I'm  
3       trying to think, and I just don't -- I just know there  
4       were -- it was more, like I said, kids not playing well  
5       in the sandbox together -- come on, what can we do to  
6       fix this type of deal so that you guys can all be  
7       successful.

8           Q.     So was Rothaj then folded into your  
9       investigation?

10          A.     I believe so, because he and Owen, I believe,  
11       had an issue as well.

12          Q.     Do you remember what the issue was between  
13       Rothaj and Owen?

14          A.     I don't remember the details right at the  
15       moment. I think they got into a pretty heated verbal  
16       altercation.

17          Q.     Okay.

18          A.     And I believe Owen -- I believe Owen claimed  
19       that Rothaj said he was going to hurt him or something  
20       to that effect, if I'm not mistaken.

21          Q.     Okay.

22          A.     But I didn't have any witnesses to that.

23          Q.     I see.

24                       (Whereupon, Plaintiffs' Exhibit 128 was marked  
25                       for identification and is attached hereto.)

WAYNE JACKSON

May 17, 2019

1 (Document reviewed by the deponent.)

2 MR. ORGAN: Exhibit 128, for the record, is a  
3 multiple-page document Bates-stamped TESLA-20 to 24.  
4 And it starts with a picture on 23. And then there's an  
5 email from January 21st, January 22nd, I guess, and then  
6 it ends on January 22nd, so...

7 (Document reviewed by the deponent.)

8 MR. ORGAN: Q. The picture that is TESLA-23,  
9 is that one of the pictures that you saw, the big  
10 jigaboo picture we were talking about before?

11 A. Yes, sir.

12 Q. And then there's another -- there's a wider  
13 picture of a drawing on TESLA-22 in Exhibit 128.

14 And do you recognize that, too?

15 A. Yes, sir.

16 Q. Both of those pictures of the drawings were  
17 provided to you at some point.

18 Is that right?

19 A. Yes, sir.

20 Q. And it shows here that Mr. Diaz informed  
21 Mr. Romero of the racist effigy and drawing on or about  
22 January 22nd of 2016, and then it was forwarded also to  
23 you by Mr. Diaz.

24 Do you see that?

25 A. Uh-hum.

WAYNE JACKSON

May 17, 2019

1 Q. Now, you considered this a pretty serious  
2 issue; correct?

3 A. Yes, sir.

4 Q. And just so we are clear, I think you said  
5 before that you thought that Mr. Martinez should be  
6 fired over this; right?

7 A. Yes, sir, I did.

8 Q. And you also found that image of the jigaboo  
9 offensive to you; right?

10 A. Yes, sir.

11 Q. And when I say "offensive to you," offensive to  
12 you as an African-American; right?

13 A. Yes, sir.

14 Q. You also understood that Mr. Diaz was offended  
15 by this jigaboo drawing as an African-American; right?

16 A. Yes, sir.

17 Q. Did you have a meeting with Mr. Diaz about this  
18 jigaboo drawing?

19 A. I believe we did, yes, sir.

20 Q. And did you take notes of that meeting that you  
21 had relative to Mr. Diaz?

22 A. I most likely did, yes, sir.

23 Q. And would you have followed your typical  
24 practice of taking the notes and then typing them up?

25 A. Yes, sir. If I took notes, I normally did, or

WAYNE JACKSON

May 17, 2019

1 12:11 p.m.

2 ---oOo---

3 A F T E R N O O N S E S S I O N

4 MR. ORGAN: Q. Let's look at the top of  
5 Exhibit 128.

6 (Document reviewed by the deponent.)

7 MR. ORGAN: Q. Do you remember having a  
8 conversation with Terri about the jigaboo?

9 A. Yes.

10 Q. And tell me about that conversation you had  
11 with Terri -- well, strike that.

12 Did you have more than one with Terri Garrett  
13 or just one about the jigaboo --

14 A. I'm sure there was multiple, but it was more or  
15 less providing her with the information that I had,  
16 which was the copy of the picture.

17 The plan moving forward was to, you know, let  
18 Chartwell deal with Ramon, if I'm not mistaken, and we  
19 just made sure, like I said, that Tesla was aware by  
20 Mr. Romero, Quintero, and I think it was Miss Marconi.

21 Q. So the three people at Tesla that you believe  
22 were informed of information about the jigaboo drawing  
23 were Victor Quintero, Ed Martinez --

24 A. Romero.

25 Q. I'm sorry, Ed Romero.

WAYNE JACKSON

May 17, 2019

1                   Here Mr. Quintero says:

2                   "This is very disappointing, especially coming  
3                   from one of our team supervisors. I agree with  
4                   the recommendation to suspend and issue a  
5                   permanent written warning. Also, the apology  
6                   from Ramon was a good starting point. One  
7                   additional request would be if there is an  
8                   opportunity to provide some type of diversity  
9                   training for Ramon."

10                  Do you know if any diversity training was done  
11                  for Mr. Martinez?

12                  **A.     I don't recall because that would have been**  
13                  **something that Chartwell would have done and not us.**

14                  Q.     And then in terms of the recommendation for a  
15                  suspension and permanent warning, do you know if that  
16                  was implemented?

17                  **A.     Yes, it was.**

18                  Q.     The apology from Ramon, was that an apology --  
19                  who was that an apology to? Do you know?

20                  **A.     I believe they had him apologize to Owen.**

21                  Q.     Okay.

22                  **A.     If I'm not mistaken.**

23                  Q.     It sounds like you had a talk with Mr. Quintero  
24                  about these issues.

25                  Do you remember that?

WAYNE JACKSON

May 17, 2019

1           A.     Yes, sir.

2           Q.     Is there anything that was substantive of that  
3 talk that you had with Mr. Quintero about the drawing  
4 that is not included in your email here or in the email  
5 from Mr. Quintero to you, anything else that you guys  
6 talked about?

7           A.     Not that I could think of. I mean, like I  
8 said, Mr. Quintero was -- was -- I wouldn't -- well,  
9 upset about the drawing as well. He felt it was very  
10 inappropriate.

11                     Like I said, I did mention that it was really a  
12 terminatable [sic] offense, but we'd have to check with  
13 Chartwell on that.

14           Q.     Chartwell ultimately decided they didn't want  
15 to terminate.

16                     Is that right?

17           A.     They ultimately went with the recommendation,  
18 like I said, from Victor and myself where we decided  
19 that we're going to suspend Mr. Martinez.

20           Q.     And the reason for the suspension was that was  
21 something Victor had agreed to.

22                     Is that right?

23                     MR. ARANEDA: Objection.

24                     THE WITNESS: Yeah.

25                     MR. ORGAN: Q. Victor did not agree to



WAYNE JACKSON

May 17, 2019

1 terminate Mr. Martinez; right?

2 MR. ARANEDA: Objection. Vague.

3 THE WITNESS: Yeah, I wouldn't say that he did  
4 not agree to terminate, but it was more that it wasn't  
5 his employee to terminate.

6 Q. Right.

7 But Victor could have said he can't work here  
8 anymore, right, being --

9 A. He could have --

10 Q. -- from Tesla?

11 A. Yes. He could have made that recommendation,  
12 yes.

13 Q. And initially when you met with Victor, Victor  
14 didn't even want to suspend Mr. Martinez; correct?

15 MR. ARANEDA: Objection. Vague.

16 THE WITNESS: I don't believe that was the  
17 case, no. He wanted disciplinary action, yes, he did.

18 MR. ORGAN: Q. But the disciplinary action  
19 that Victor had suggested originally was just a warning  
20 letter, right, a final warning?

21 A. I believe so, yes.

22 Q. And then you had the conversation with him  
23 where you said, Look, I think he should be terminated,  
24 but if you're not going to terminate Mr. Martinez, you  
25 should at least give a suspension; right? That's what

WAYNE JACKSON

May 17, 2019

1        you told Mr. Quintero?

2            **A.     Yes, sir.**

3            Q.     And then Mr. Quintero -- and then I think at  
4            some point, you suggested what about a suspension?

5            **A.     Uh-hum.**

6            Q.     Is that what happened?

7            **A.     Yes, sir.**

8            Q.     And then Mr. Quintero agreed to the suspension  
9            and the final written warning.

10           Is that right?

11           **A.     Yes, sir.**

12           Q.     And then Mr. Quintero recommended to -- I guess  
13           it was Chartwell that had Mr. Martinez; right?

14           **A.     I believe so, yes, sir.**

15           Q.     So Mr. Quintero recommended a suspension and  
16           final written warning and Chartwell agreed with that;  
17           right?

18           **A.     Yes, sir.**

19           Q.     Okay.

20           **A.     They actually issued that to him. It was an**  
21           **unpaid suspension.**

22           Q.     Right. I think a three-day suspension.

23           Is that right?

24           **A.     It was either three or five; I'm not sure. I**  
25           **can't recall.**

WAYNE JACKSON

May 17, 2019

1           **pretty difficult to reach, to be very honest.**

2           Q.     And then there's a Judy.

3                     Is Judy the same as Ludivina?

4           A.     I don't know.

5           Q.     Did you know a Judy Ledesma?

6           A.     That does not sound familiar.

7           Q.     Do you remember having any discussions with  
8 Monica De Leon about the jigaboo?

9           A.     Yeah, I believe, like I said, I had alerted her  
10 to it and made sure I provided her copies, if I'm not  
11 mistaken, of the photos.

12          Q.     Do you remember an actual conversation that you  
13 ended up having with her?

14          A.     I really don't. Monica was really very  
15 difficult to reach.

16          Q.     Okay.

17                     This is 132.

18                     (Whereupon, Plaintiffs' Exhibit 132 was marked  
19 for identification and is attached hereto.)

20           MR. ORGAN: Q. Exhibit 132, for the record, is  
21 a multiple-page document Bates-stamped 7 -- TESLA-730 to  
22 737. I guess it's an eight-page document. It includes  
23 some handwritten statements.

24                     (Document reviewed by the deponent.)

25           MR. ORGAN: Q. And I'm wondering, do you -- do

WAYNE JACKSON

May 17, 2019

1 Do you remember sending any kind of email about  
2 what your discussion was with Mr. Diaz?

3 **A. No, sir, I don't recall that.**

4 Q. Did it concern you that after the altercation  
5 between Mr. Diaz and Mr. Martinez in the October time  
6 period and then come January you've got this jigaboo  
7 drawing, did that concern you?

8 MR. ARANEDA: Objection.

9 THE WITNESS: Yes, sir.

10 MR. ARANEDA: Vague.

11 MR. ORGAN: Q. And what did you do to act on  
12 that concern that you had?

13 **A. Like I said, I alerted the various agencies so**  
14 **they could look into it a little further.**

15 Q. And, in fact, that's why you decided, in your  
16 opinion, that Mr. Martinez had been -- had crossed the  
17 line at least twice such that he needed to be  
18 terminated; right?

19 MR. ARANEDA: Objection. It misstates his  
20 testimony.

21 THE WITNESS: I wouldn't say he crossed the  
22 line twice. Once again, the first incident was more or  
23 less unsubstantiated. There were no witnesses or  
24 anybody. It was kind of my-word-against-yours type of  
25 deal.

WAYNE JACKSON

May 17, 2019

1       because, like I said, it wasn't my employee, so I had to  
2       refer it to Chartwell. They had to make the final  
3       determination of anything with regards to their  
4       employment. It wasn't up to me.

5               MR. ORGAN: Q. Right.

6               But Tesla also had to approve whatever that  
7       discipline was going to be; right?

8               A. No, they did not.

9               Q. In the incidence with the jigaboo drawing,  
10       though, Tesla did get involved in what was the  
11       appropriate discipline; right?

12              A. Yes, sir.

13              Q. So at least with respect to Mr. Diaz's  
14       complaint about the jigaboo drawing, Mr. Quintero was  
15       involved in deciding what was appropriate discipline;  
16       right?

17              MR. ARANEDA: Objection. It lacks foundation.

18              MS. STEVENS: Objection. It misstates his  
19       testimony.

20              MR. ARANEDA: It calls for speculation.

21              THE WITNESS: Could you repeat the question  
22       again to me, please?

23              MR. ORGAN: Q. Sure.

24              With respect to the discipline the appropriate  
25       discipline for the jigaboo drawing, you at least recall

WAYNE JACKSON

May 17, 2019

1        that Mr. Quintero was involved in making the  
2        recommendation for what that would be; right?

3            **A.     Yes and no. He can make a recommendation, but**  
4        **the final say was not his. It was up to Chartwell.**

5            Q.     Well, the final in terms of whether or not  
6        Mr. Martinez stayed working at the Tesla factory, that  
7        was something that Mr. Quintero could determine; right?

8            **A.     As far as I know, yes, sir.**

9            Q.     Okay.

10           This is -- what is it; Exhibit 138?

11           THE REPORTER: Yes.

12           (Whereupon, Plaintiffs' Exhibit 138 was marked  
13           for identification and is attached hereto.)

14           MR. ORGAN: Exhibit 138, for the record, is a  
15           one-page document Bates-stamped TESLA-330.

16           (Document reviewed by the deponent.)

17           MR. ORGAN: Q. Could you tell me, what is --  
18           is this a suggestion that Mr. Diaz move out of the lead  
19           spot and just down to a regular elevator operator?

20           **A.     I don't remember. Yeah, I don't remember.**  
21           **Sorry.**

22           Q.     Mr. Diaz was out on leave at this particular  
23           time.

24           Is that right?

25           **A.     Once again, I don't recall what his leave was**

WAYNE JACKSON

May 17, 2019

1           A.     No.

2           Q.     -- at Tesla?

3           A.     I wouldn't have. I wouldn't have done anything  
4 with her, no.

5           Q.     What's your opinion of West Valley Staffing  
6 Group?

7           A.     They're a good staffing agency, just like any  
8 other staffing agency.

9           Q.     I'm going to ask you about a word that has  
10 been -- that's come up a few times in this case, and I  
11 don't want you to be offended, but I have to use the  
12 word. The word is nigger.

13          A.     Yes, sir.

14          Q.     Did you ever hear anyone use that word at  
15 Tesla?

16          A.     Yes, sir.

17          Q.     In what circumstances did you hear that word  
18 being said?

19          A.     There had been times where I'd actually  
20 walked -- been walking through the facility, and there  
21 was -- one time in particular, there was two Asian or  
22 Filipino gentlemen. And one was, like, "What's up, my  
23 nigga," to the other one. That type of thing.

24                   It still was offensive, but, you know, it  
25 wasn't my employee, so I didn't engage in it.

WAYNE JACKSON

May 17, 2019

1           that?

2                       Objection. Vague.

3                       THE WITNESS: If you were to ask -- I don't  
4           know if I could answer, but if you were to ask me,  
5           people use it in different contexts.

6                       MR. HORTON: So you're referring to "nigga"?

7                       THE WITNESS: Yes, they use it in different  
8           context.

9                       MR. ORGAN: Q. So what you heard was "What's  
10          up, my nigga"?

11                      A. Yes, sir.

12                      Q. N-I-G-G-A?

13                      A. Yes, sir.

14                      Q. Okay.

15                      A. And I will hear that often, to be honest.

16                      Q. Oh. So you heard the A version of the N  
17          word -- just so we don't have to use it again --

18                      A. Uh-hum.

19                      Q. -- the A version -- you testified about  
20          nigga --

21                      A. Yes, sir.

22                      Q. -- so let's call that the A version --

23                      A. Yes.

24                      Q. -- of the N word.

25                      Is that okay with you?



WAYNE JACKSON

May 17, 2019

1           **A.     Yes, sir.**

2           Q.     You heard the A version of the N word on  
3           numerous occasions throughout the factory.

4                   Is that true?

5           MR. ARANEDA: Objection. Vague. It misstates  
6           his testimony.

7           THE WITNESS: Do I answer?

8           MR. ORGAN: Yes.

9           THE WITNESS: Yes, I did. I mean, like I said,  
10          it's -- unfortunately, with music and things of that  
11          nature nowadays, it's kind of the norm for these  
12          youngsters now, the younger generation, unfortunately.  
13          They don't understand the struggles or what people went  
14          through with regards to that word.

15          MR. ORGAN: Right.

16          THE WITNESS: So, you know, they don't  
17          understand the impact I think it has when they use it,  
18          and it's just engrained in society around here, to be  
19          honest. You hear it on the street. I mean, I hear it,  
20          quite honestly, white people calling each other that at  
21          this point in life, which is amazing to me.

22          MR. ORGAN: Q. Because it's offensive to you  
23          as an African-American, isn't it --

24          **A.     Yes, sir.**

25          Q.     -- the use of the A version of the N word,

WAYNE JACKSON

May 17, 2019

1       going to ask you was, you mentioned that you didn't  
2       think that the workers who you overheard were intending  
3       it to be offensive, but, certainly, as an  
4       African-American male, any time anyone uses even -- the  
5       A version of the N word, that's offensive to you, isn't  
6       it?

7           **A.       I wouldn't say that. To be honest, a lot of**  
8       **African-Americans use that word amongst each other.**

9           Q.       Right.

10                  But when an African-American uses that word,  
11       the N word, that's different than when people who aren't  
12       African-Americans use the word; right?

13           **A.       Once again, it depends on which version they're**  
14       **using.**

15           Q.       Right.

16                  But even the A version of the N word is  
17       offensive to African-Americans if someone who's not  
18       African-American is using it; right?

19           **A.       It depends, once again, on the context of how**  
20       **they're using it.**

21           Q.       Okay.

22           **A.       It is offensive, but, like I said, it depends**  
23       **on how they're using it, you know.**

24           Q.       Well, it's not something that should be used in  
25       the workplace --

WAYNE JACKSON

May 17, 2019

1           **A.     There you go.**

2           **Q.     -- right?**

3           **A.     There you go. It shouldn't be used at all,**

4           **so...**

5           **Q.     And where you currently work --**

6           **A.     Uh-hum.**

7           **Q.     -- do you hear the N word there?**

8           **A.     No, sir.**

9           **Q.     All right. And other than at the Tesla**  
10          **factory, have you ever heard the N word used by**  
11          **non-African-Americans in the workplace?**

12          **A.     Yes, sir.**

13          **Q.     Where else?**

14          **A.     Places like Walmart, I've heard their**  
15          **associates saying it to each other.**

16          **Q.     Okay.**

17          **A.     I mean, yeah, I have heard it in other places.**

18          **Q.     Did you hear the E-R version of the N word at**  
19          **Tesla?**

20          **A.     No, I think that's even a more disparaging**  
21          **version, so a lot of people are super offended by that.**

22          **Q.     Right.**

23                 **But you didn't hear that at Tesla; right?**

24          **A.     No, I did not.**

25          **Q.     In terms of the number of times that you heard**

WAYNE JACKSON

May 17, 2019

1        the N word with an A at Tesla, how many times -- what's  
2        your best estimate of the number times you've heard  
3        that?

4        **A.     Three, four times, probably.**

5        Q.     And did you report that to HR?

6        **A.     No, sir.**

7        Q.     Why not?

8        **A.     Because of the context it was being used in**  
9        **wasn't being used, at least in my opinion, to offend.**  
10       **It was just people being ignorant.**

11       Q.     You do know that some African-Americans are  
12       offended by any use of the N word even with the A;  
13       correct?

14       **A.     And that's their preference, yes, sir.**

15       Q.     And in terms of any kind of, like, diversity  
16       training on the issue of the use of the N word, were you  
17       aware of any such training during the time that you were  
18       at the Tesla factory?

19       **A.     I couldn't say I do know. No, I don't know. I**  
20       **wasn't involved in their orientation or training**  
21       **processes, no.**

22       Q.     But in terms of your knowledge of whether or  
23       not such training occurred, you're not aware of any kind  
24       of diversity training that Tesla did around the N word;  
25       correct?

WAYNE JACKSON

May 17, 2019

1 REPORTER'S CERTIFICATE

2 STATE OF CALIFORNIA )  
3 ) ss.  
4 COUNTY OF MARIN )

5 I, PATRICIA ROSINSKI, hereby certify:

6 That I am a Certified Shorthand Reporter in the  
7 State of California.

8 That prior to being examined, WAYNE JACKSON,  
9 the witness named in the foregoing deposition, was by me  
10 duly sworn to testify the truth, the whole truth, and  
11 nothing but the truth;

12 That said deposition was taken pursuant to  
13 Notice of Deposition and agreement between the parties  
14 at the time and place therein set forth and was taken  
15 down by me in stenotype and thereafter transcribed by me  
16 by computer and that the deposition is a true record of  
17 the testimony given by the witness.

18 I further certify that I am neither counsel for  
19 either, nor related in any way to any party to said  
20 action, nor otherwise interested in the result or  
21 outcome thereof.

22 Pursuant to Federal Rules of Civil Procedure,  
23 Rule 30(e), review of the transcript was not requested  
24 before the completion of the deposition.

25 PATRICIA ROSINSKI, CSR No. 4555

May 28, 2019

# Exhibit

# 6

**From:** Raymond Soto <RSOTO@westvalley.com>  
**Date:** August 21, 2015 at 8:05:12 AM PDT  
**To:** Raymond Soto <RSOTO@westvalley.com>  
**Subject:** Tesla start information

Hello,

You are confirmed for training on Monday August 24<sup>th</sup> starting at 1pm with Tesla Motors. You will be asking for Louis or Rovilla in the lobby. Please make sure to read this entire email as it includes a great deal of information. See below;

Tesla Motor

45500 Fremont Boulevard

Fremont, CA – 94538

www.tesla.com

(FYI- you will NOT be parking at this location)



You will be receiving the rest of your schedule on Monday, so once again please flexible. Also if don't have steel toes shoe please get some, we will reimburse up \$70 with your receipt. Please make sure to wear your steel toes shoe, just in case they have you the floor.. I have also attached some Tesla Forms that I need you to print out and bring with you tomorrow morning.

When you arrive please proceed to the main lobby and ask for Rovilla Wetle. Please make sure to print out the attached forms and hand them to her as well.

**Remember to arrive at least 45 minutes early to park see instruction below;**

DDIAZ000004

Below are the 901 Page instructions, but they're pretty confusing. The instructions I was hoping for would show the back entrance on Kato Road. From Page you will need to drive around the building to the back and will then catch the shuttle near the back entrance. There's still plenty of parking there, however you may be better off parking at the overflow parking at Treasure Island (the training center where you interviewed and the assessments are held) and take the shuttle from there. It picks up from in front of the building.

## **FREMONT PARKING NOTICE**

Please find the details below and in the attached flyer:

Where: 901 Page Ave, Fremont, CA 94538

(access to the rear parking lot from A Street)

## **Job description**

Production Associate (Fremont, CA)

The Production Associate is a member of the Manufacturing Production Team.

He/she will participate in the development and application of Tesla's Manufacturing System for the body center of the Tesla Model S. Excellent attendance is crucial for team to achieve success. The ideal candidate has a proven record of success in the application of manufacturing systems in any type of manufacturing environment. He/she must have the ability to work with various teams in assembly including engineering, quality, and suppliers across a wide variety of issues/ corrective actions identified in production and field performance. Strong interpersonal and communication skills are an absolute requirement to establish effective working relationships within Tesla and outside.

The successful candidate for this position takes pride in his/her hands-on and analytical abilities, organization skills and attention to detail. He/she appreciates an environment where superior work is encouraged, noticed and rewarded.

Essential Functions and Duties:

### **Quality**

- Demonstrated ability to perform standardized work process and defined work instructions.
- Understands and ensures adherence to required procedures and processes.
- Evaluates the assembly processes and equipment to look for continuous improvement opportunities.
- Acts as a consultant to other production/engineering groups on quality issues.
- Analyze quality data to determine and drive the desired outcome.

### **Communication**

- Excellent written and verbal communication skills and people skills, comfortable presenting ideas and issues to peer groups and leaders.
- Escalates functional and process failures to the appropriate support groups and supervisors.
- Capable to develop and follow non-verbal communication (visual management: signs, work place organization, and pictures).

DDIAZ000005



#### Continuous Improvement

- Assist in the process design and tooling improvements â€" comfortable in suggesting and implementing new ideas that improve quality, reduce cost, support production work environment.
- Understands that there are always new opportunities for improvement and eliminate waste.

#### Motivation

- Ability to learn quickly and self-motivated.
- Positive energy and attitude, happy
- Poise when confronted with sudden setback or stressful situations.
- Willingness to operate in a dynamic environment and team structure.

#### Experience

- The candidate should have hands-on experience and proven track record in production in any high quality cutting edge products.
- MS Office programs (Word, Excel, and PowerPoint) experience
- May provide functional supervision in the absence of the supervisor.
- Production environment with team involvement
- Use of assembly equipment and tooling (power tools, automated equipment)

#### Skills and Abilities:

##### Physical Attributes

- Working for extended periods of time
- Lifting objects up to 15 pounds
- Use of tools that may produce vibration during use
- Use of complex tooling that requires specialized training
- ~~Wearing Personal Protective Equipment: safety glasses, vests, shoes, hard hats~~
- Physical work including but not limited to pushing, pulling, gripping, twisting, reaching, etc.
- Working in a manufacturing environment

##### Mental Attributes

- Ability to follow a required specific sequence of steps in a process repetitively for an extended period of time
- Ability to understand codes used to make decisions
- Ability to detect abnormalities in the process using visual, touch, or auditory senses
- Ability to adjust to immediate process change due to process/shop improvement
- Perseverance in extensive process root cause analysis and countermeasure implementation

**Please send me an email once you have received this.**

Thanks again

Raymond A. Soto |Sr.Technical Recruiter

West Valley Staffing Group

P: 408.735.1420 x3028 | F: 408.735.0034

E: rsoto@westvalley.com | W: www.westvalley.com

"#1 Staffing Agency in Silicon Valley" as rated by the Business Journal

"#1 Best Place to Work" as rated by San Francisco Business Times



*Comprehensive Staffing Solutions Through Specialization*

This email and any attachment are confidential. It may only be read, copied, and used by the intended recipient(s). If you are not the intended recipient(s), you may not copy, use, distribute, forward, store, or disclose this email or any attachment. If you are not the intended recipient(s) or have otherwise received this email in error, you should destroy it and any attachment and notify the sender by reply email or send a message to sysadmin@westvalley.com.

5 attachments

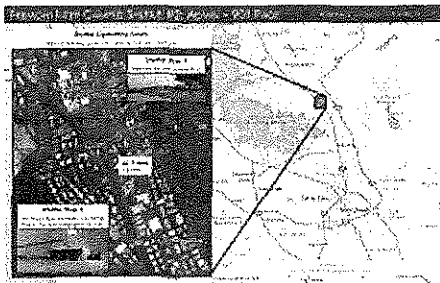


image001.jpg  
92K



Tesla NDA.PDF  
76K



Meal Period Waiver (Tesla).pdf  
27K



Tesla - Associate Acknowledgement (no driving).pdf  
114K



Tesla - Contractor EHS Guidelines 4.14.docx  
30K

DDIAZ000007

# Exhibit

# 7

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DEMETRIC DI-AZ, OWEN	)	
DIAZ, and LAMAR	)	
PATTERSON,	)	
Plaintiffs,	)	
vs.	)	Case No.: 3:17-CV-066748
	)	WHO
	)	
TESLA, INC., dba TESLA	)	
MOTORS, INC.; CITISTAFF	)	
SOLUTIONS, INC.; WEST	)	
VALLEY STAFFING GROUP;	)	
CHARTWELL STAFFING	)	
SERVICES, INC.; and DOES	)	
1-10, inclusive,	)	
Defendants.	)	
_____	)	

DEPOSITION OF MONICA DE LEON

Thursday, December 6, 2018

TAKEN BEFORE:

HEIDI BELTON, CSR, RPR, CRR, CCRR, CRC

CSR No. 12885

MONICA DE LEON

December 6, 2018

**Page 2**

1 December 6, 2018

2 10:05 a.m.

3

4 Videotaped deposition of MONICA DE  
5 LEON, held at the offices of California  
6 Civil Rights Law Group, 180 Grand  
7 Avenue, Suite 1380, Oakland, California,  
8 before Heidi Belton, a Certified  
9 Shorthand Reporter, Registered  
10 Professional Reporter, Certified  
11 Realtime Reporter, California Certified  
12 Realtime Reporter, Certified Realtime  
13 Captioner

14

15

16

17

18

19

20

21

22

23

24

25

MONICA DE LEON

December 6, 2018

Page 3

1 APPEARANCES:

2

For the Plaintiffs:

3

CALIFORNIA CIVIL RIGHTS LAW GROUP

4

332 San Anselmo Avenue

San Anselmo, California 94960

5

By: Navruz Avloni, Esq.

Phone: 415.453.4740

6

E-mail: Navruz@civilrightsca.com

7

For the Defendant:

8

CONSTANGY BROOKS SMITH & PROPHETE, LLP

9

2029 Century Park East, Suite 1100

Los Angeles, California 90067

10

By: Aaron M. Rutschman, Esq.

Phone: 310.256.3083

11

E-mail: Arutschman@constangy.com

12

13

14

15

16

17

18

19

20

21

22

23

24

25

MONICA DE LEON

December 6, 2018

Page 118

12:28:48 1 Q. -- that are working in the Tesla facility?

12:28:52 2 A. No, I do not know.

12:28:56 3 Q. Do you know if Tesla has the ability to  
12:29:02 4 recommend discipline for CitiStaff contractors  
12:29:06 5 working in a Tesla facility?

12:29:09 6 MR. RUTSCHMAN: Objection; calls for  
12:29:09 7 speculation.

12:29:10 8 THE WITNESS: No, I do not.

12:29:16 9 BY MS. AVLONI:

12:29:16 10 Q. Do you know if Tesla has the ability to  
12:29:19 11 recommend termination of a relationship between a  
12:29:21 12 CitiStaff contractor working at its facility?

12:29:26 13 MR. RUTSCHMAN: Objection; calls for  
12:29:26 14 speculation.

12:29:31 15 THE WITNESS: In that case I would say  
12:29:32 16 yes. If there is -- if they're in a department  
12:29:37 17 that's far away or -- and they're being supervised  
12:29:43 18 by them and that supervisor, then, yes, I would say  
12:29:47 19 in that case they would be able to tell nextSource  
12:29:51 20 about the worker's performance.

12:29:59 21 BY MS. AVLONI:

12:30:00 22 Q. Do you know if nextSource -- isn't it  
12:30:03 23 true that nextSource is kind of just like a  
12:30:05 24 middleman between CitiStaff providing employee --  
12:30:09 25 contractors to nextSource and then nextSource

MONICA DE LEON

December 6, 2018

Page 133

12:48:49 1 Q. These are the only two that you recall?

12:48:55 2 A. Yeah.

12:48:56 3 MR. RUTSCHMAN: Is that a yes?

12:48:56 4 THE WITNESS: Yes.

12:48:56 5 BY MS. AVLONI:

12:48:57 6 Q. And referring to Owen bringing concerns,

12:49:00 7 you recall him bringing two concerns to your

12:49:02 8 attention, one about the picture and the other one

12:49:04 9 about the altercation with Rothaj; is that correct?

12:49:06 10 A. Correct.

12:49:08 11 Q. In regards to the picture, when he

12:49:15 12 communicated that concern to you, what did you do?

12:49:17 13 A. So when he told me about it, you know, due

12:49:25 14 to the fact that we take it seriously, we

12:49:30 15 immediately took it up to HR -- Judy -- and let my

12:49:38 16 supervisors know about it as well, which they said

12:49:44 17 to talk to Judy for this case.

12:49:51 18 Q. Did you talk to Judy?

12:49:53 19 A. Yes, I did.

12:49:57 20 Q. What did you guys discuss?

12:49:59 21 A. I told Judy about, you know -- I told Judy

12:50:03 22 that I discussed -- spoke with Owen, you know. I

12:50:09 23 checked in to -- with him to see do you -- are you

12:50:19 24 going to return to your -- to your job. He said

12:50:22 25 yes. I asked him if he wanted to be moved to a



MONICA DE LEON

December 6, 2018

Page 134

12:50:26 1 different department. He said no. You know, he was  
12:50:33 2 upset and a little aggravated. But I let him know  
12:50:42 3 that I'm -- HR is going to deal with this. I have  
12:50:47 4 already brought it up to them to their immediate  
12:50:50 5 attention. I let my supervisors know. And I let  
12:50:57 6 Chartwell -- I gave them the okay to consent to  
12:51:00 7 speak with Owen Diaz.

12:51:12 8 Q. Do you recall discussing anything else  
12:51:13 9 with Owen Diaz regarding this situation? I'm sorry,  
12:51:19 10 actually. You were describing to me the  
12:51:20 11 conversation you had with Judy; right?

12:51:24 12 A. Yes.

12:51:25 13 Q. Because -- let's back up. Let's get a  
12:51:27 14 clear record.

12:51:27 15 So when Owen raised the concern about the  
12:51:33 16 picture to you, you talked to Owen. And what did he  
12:51:42 17 tell you?

12:51:45 18 MR. RUTSCHMAN: Objection; asked and  
12:51:45 19 answered.

12:51:50 20 THE WITNESS: So he pretty much told me  
12:51:53 21 how -- what happened, how he came across the  
12:51:58 22 picture. You know, he felt that the rac- -- the  
12:52:07 23 picture was racist and that he wanted to make a  
12:52:17 24 complaint.

12:52:21 25 BY MS. AVLONI:

MONICA DE LEON

December 6, 2018

Page 158

01:21:03 1 Q. Did you have any client that paid more  
01:21:05 2 than \$16 an hour?

01:21:07 3 A. I don't think so. Other than Tesla.

01:21:13 4 MS. AVLONI: What time is it right now?

01:21:15 5 It's 1:21 p.m. It makes sense, I think, to go on a  
01:21:19 6 break.

01:21:21 7 MR. RUTSCHMAN: Yes.

01:21:21 8 MS. AVLONI: Okay. So it is 1:21 and  
01:21:24 9 we're going off the record.

01:21:25 10 (Recess taken from 1:21 p.m. to 2:18 p.m.)

02:18:36 11 MS. AVLONI: The time is now 2:18 p.m.

02:18:38 12 And we're back on the record.

02:18:42 13 Q. Ms. De Leon, what is your current address?

02:18:48 14 A. My --

02:18:49 15 MR. RUTSCHMAN: Objection; privacy. She's  
02:18:51 16 represented in this action, so you can contact her  
02:18:54 17 through our firm.

02:18:55 18 MS. AVLONI: And will you --

02:18:56 19 MR. RUTSCHMAN: I'm going to instruct her  
02:18:58 20 not to answer.

02:18:58 21 MS. AVLONI: And will you agree to accept  
02:19:00 22 a subpoena on behalf of Ms. De Leon, trial subpoena?

02:19:05 23 MR. RUTSCHMAN: Yes.

02:19:06 24 BY MS. AVLONI:

02:19:06 25 Q. And you're okay with your attorney

MONICA DE LEON

December 6, 2018

Page 200

03:25:35 1 witnesses that observed the incident whether or not  
03:25:39 2 they were CitiStaff temporary or not?

03:25:49 3 **A. It was more so she would tell me, you**  
03:25:50 4 **know, when you talk to the client, ask them if they**  
03:25:53 5 **have witness reports or any statement or any**  
03:26:01 6 **documentation from the other parties.**

03:26:09 7 Q. In Owen Diaz' case, in regards to his  
03:26:12 8 complaint about the inappropriate picture, did you  
03:26:17 9 speak with nextSource about Owen's complaint?

03:26:25 10 **A. Yes.**

03:26:26 11 Q. Who did you speak to from nextSource?

03:26:33 12 **A. I don't recall.**

03:26:36 13 Q. Did you check with nextSource whether  
03:26:39 14 they took down any statements or prepared any  
03:26:42 15 reports?

03:26:43 16 **A. Yes.**

03:26:45 17 Q. And do you recall what nextSource said?

03:26:48 18 **A. I had asked nextSource for -- oh, no.**

03:26:56 19 **That wasn't the -- that wasn't the picture**  
03:26:58 20 **situation. That was the other situation. So in the**  
03:27:02 21 **picture situation, no, I don't recall them having**  
03:27:09 22 **any witnesses or anything of that sort.**

03:27:16 23 Q. Do you recall asking from nextSource  
03:27:20 24 whether there were any witnesses?

03:27:26 25 **A. There was -- no, not as far as witnesses.**

MONICA DE LEON

December 6, 2018

Page 201

03:27:29 1 Q. Meaning no, you did not ask nextSource  
03:27:30 2 or no, there were no witnesses that you're aware of?

03:27:35 3 A. **There were no witnesses that I was aware**  
03:27:36 4 **of.**

03:27:37 5 Q. But you would have asked nextSource;  
03:27:39 6 right?

03:27:40 7 A. **Right.**

03:27:40 8 MR. RUTSCHMAN: Objection; misstates the  
03:27:41 9 witness' prior testimony.

03:27:45 10 THE WITNESS: So I would have asked them  
03:27:46 11 if there were, but there wasn't any.

03:27:51 12 BY MS. AVLONI:

03:27:52 13 Q. And would your questions to nextSource  
03:27:55 14 regarding this incident have been sent by e-mail or  
03:27:58 15 would you have posed these questions by phone?

03:28:08 16 A. **By phone, both.**

03:28:10 17 Q. And would you have saved your e-mails to  
03:28:14 18 the CitiStaff system?

03:28:15 19 A. **Anything that I had saved at the time**  
03:28:18 20 **would have been in the system. But I don't know if**  
03:28:23 21 **anything is still in there.**

03:28:24 22 Q. Understood. But you knew that based on  
03:28:26 23 what Judy instructed you, it was important to keep  
03:28:29 24 e-mails regarding the situation in the system;  
03:28:31 25 right?

MONICA DE LEON

December 6, 2018

Page 211

03:51:45 1 MR. RUTSCHMAN: Objection; the document  
03:51:47 2 speaks for itself.

03:51:48 3 THE WITNESS: His ray rate.

03:51:50 4 BY MS. AVLONI:

03:51:51 5 Q. Is that the new pay rate, the raise, or  
03:51:53 6 the previous pay raise?

03:51:55 7 A. That would be the new pay rate from his  
03:51:57 8 raise that he got.

03:51:58 9 Q. So what the document is saying is that  
03:52:01 10 somewhere in August 16 of 2015 Owen Diaz' pay rate  
03:52:06 11 increased to \$18?

03:52:08 12 A. Yes.

03:52:08 13 Q. And then do you know what the regular  
03:52:09 14 billing rate \$23.76 means?

03:52:13 15 A. That would have had to have been just in  
03:52:15 16 the contract between nextSource and --

03:52:20 17 Q. Do you know if that's the amount that  
03:52:23 18 CitiStaff billed nextSource for Owen's hourly  
03:52:29 19 rate?

03:52:30 20 A. I don't know.

03:52:31 21 Q. And then if you look at "Status." It says  
03:52:34 22 "3." Do you know what that means?

03:52:40 23 A. I forgot what that was.

03:52:42 24 Q. How about "Work code"? Do you know what  
03:52:45 25 that --

MONICA DE LEON

December 6, 2018

Page 274

1 REPORTER'S CERTIFICATION

2

3 I, Heidi Belton, Certified Shorthand  
4 Reporter in and for the State of California, do  
5 hereby certify:

6

7 That the foregoing witness was by me duly  
8 sworn; that the deposition was then taken before me  
9 at the time and place herein set forth; that the  
10 testimony and proceedings were reported  
11 stenographically by me and later transcribed into  
12 typewriting under my direction; that the foregoing  
13 is a true record of the testimony and proceedings  
14 taken at that time.

15

16 IN WITNESS WHEREOF, I have subscribed my  
17 name on this date:

18

19

20

21

22

23 Heidi Belton, CSR, RPR, CRR, CCRR, CRC  
24 CSR No. 12885

25

26

# Exhibit

# 8

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

---oOo---

DEMETRIC DI-AZ, OWEN DIAZ, and  
LAMAR PATTERSON,

Plaintiffs,

No. 3:17-cv-06748-WHO

vs.

TESLA, INC. Dba TESLA MOTORS,  
INC.; CITISTAFF SOLUTIONS,  
INC.; WEST VALLEY STAFFING  
GROUP; CHARTWELL STAFFING  
SERVICES, INC.; NEXTSOURCE,  
INC.; and DOES 1-50,  
inclusive,

Defendants.

\_\_\_\_\_ /

DEPOSITION OF ANNALISA HEISEN

May 29, 2019

Reported by:

Bridget M. Mattos, CSR No. 11410



ANNALISA HEISEN

May 29, 2019

A P P E A R A N C E S

FOR THE PLAINTIFFS:

CALIFORNIA CIVIL RIGHTS LAW GROUP

By: LAWRENCE A. ORGAN

Attorney at Law

332 San Anselmo Avenue

San Anselmo, California 94960

(415) 453-4740

larry@civilrightsca.com

ALSO PRESENT: JEAN GER, CCRLG

FOR THE DEFENDANT WEST VALLEY STAFFING GROUP:

PAHL & MCCAY

By: FENN C. HORTON, III

Attorney at Law

225 West Santa Clara, Suite 1500

San Jose, California 95113

(408) 286-5100

fhorton@pahl-mccay.com

ALSO PRESENT:

TERESA KOSSAYIAN, WEST VALLEY STAFFING GROUP

FOR THE DEFENDANT NEXTSOURCE, INC.:

FISHER & PHILLIPS

By: JUAN C. ARANEDA

Attorney at Law

One Embarcadero Center, Suite 2050

San Francisco, California 94111

(415) 490-9000

jaraneda@fisherphillips.com

ANNALISA HEISEN

May 29, 2019

1 A P P E A R A N C E S (continued)

2

3 FOR THE DEFENDANT TESLA INC. Dba TESLA MOTORS INC.:

4 SHEPPARD, MULLIN, RICHTER & HAMPTON

By: PATRICIA M. JENG

5 Attorney at Law

Four Embarcadero Center, 17th Floor

6 San Francisco, California 94111

(415) 434-9100

7 pjeng@sheppardmullin.com

8 FOR THE DEFENDANT CHARTWELL STAFFING SERVICES, INC.:

LAFAYETTE & KUMAGAI LLP

9 By: CHERYL A. STEVENS

Attorney at Law

10 1300 Clay Street, Suite 810

Oakland, California 94612

11 (415) 357-4600

cstevens@lkclaw.com

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 versions. The other, I don't know what they are off  
2 the top of my head.

3 MR ORGAN: Q. Okay. Let's go through  
4 Exhibit 150.

5 Now, as to this policy, the antiharassment  
6 and discrimination policy, this policy would apply to  
7 all workers at the Tesla factory; correct?

8 MS. JENG: Objection; vague and ambiguous and  
9 calls for speculation.

10 THE WITNESS: There's an expectation that  
11 employees at Tesla as well as contractors and other  
12 people on-site are in compliance with the policy.

13 MR ORGAN: Q. So Exhibit 150 does apply to  
14 both contractors and regular employees, then; right?

15 MS. JENG: Objection; asked and answered.

16 THE WITNESS: There's an expectation that  
17 both of those categories of workers would be in  
18 compliance with those articulated.

19 MR ORGAN: Okay. And in terms of -- so if  
20 both employees and contractors have to comply with  
21 Exhibit 150, the policies in Exhibit 150, how do you  
22 go about enforcing that?

23 MR. ARANEDA: Misstates prior testimony.

24 MS. JENG: And also vague and ambiguous as to  
25 "enforce."

ANNALISA HEISEN

May 29, 2019

1 discrimination policy?

2       **A. My understanding is that the agencies who**  
3 **employ the contractors are doing training on policies**  
4 **and compliance. I don't have visibility into their**  
5 **processes.**

6       Q. So your understanding is that the contracting  
7 agencies are supposed to train their employees who  
8 were working at the Tesla factory, on Tesla's  
9 antiharassment and discrimination policy; correct?

10           MR. ARANEDA: Misstates prior testimony.

11           THE WITNESS: So, there's an expectation that  
12 they're being trained by their staffing agencies on  
13 antiharassment and discrimination, but this -- not  
14 this policy specifically; I'm not sure what they're  
15 doing. I couldn't confirm if they're training this  
16 policy, since they're employees.

17           MR ORGAN: Q. What steps does Tesla take to  
18 ensure that contractors who come into and work in the  
19 Tesla factory in Fremont have training relative to the  
20 topic of antiharassment and discrimination?

21       **A. We have an expectation that agencies are**  
22 **training on antiharassment and discrimination.**

23       Q. And what is that expectation based on?

24       A. That they're legally compliant.

25       Q. In terms of Tesla's expectation, is there an

1       Q.   In terms of if a Tesla employee -- let's say  
2   a supervisor or a manager gets information from a  
3   contract employee about harassment or discrimination,  
4   Tesla's antiharassment and discrimination policy would  
5   apply, in terms of reporting an investigation;  
6   correct?

7       A.   **Correct. To that employee of Tesla who**  
8   **received information?**

9       Q.   Yes.

10      A.   **Correct.**

11      Q.   And so that employee of Tesla would have to  
12   then take some action once they get information about  
13   discrimination or harassment in the workplace;  
14   correct?

15      A.   **That's the expectation.**

16      Q.   And that's true regardless of whether the  
17   harassment or discrimination takes place in any area  
18   of the Fremont factory; correct?

19      A.   **What do you mean, "area"?**

20      Q.   Well, there are different areas of the  
21   Fremont factory, I understand; is that right?

22      A.   **Physical locations.**

23      Q.   Physical locations, yes.

24      A.   **That's my understanding.**

25      Q.   And in terms of the antiharassment and

ANNALISA HEISEN

May 29, 2019

1 discrimination policy that Tesla has, that policy  
2 applies to all areas of the factory; right?

3 **A. That's my understanding.**

4 Q. There's not like an antiharassment-free zone;  
5 right?

6 **A. No.**

7 Q. So if a Tesla employee gets information about  
8 harassing conduct based on race in the factory, that's  
9 occurring in the factory, regardless of how they get  
10 that information, they then have a reporting duty, in  
11 terms of either providing that information to a  
12 higher-level manager or sending it to HR; is that  
13 true?

14 **A. There's an expectation of that, as it's**  
15 **articulated in the policy.**

16 MR ORGAN: This is 151.

17 (Whereupon Deposition Exhibit 151  
18 was marked for identification.)

19 MR ORGAN: Exhibit 151, for the record, is a  
20 six-page document Bates-stamped Tesla 819 to 824.  
21 It's entitled "Policy Against Discrimination and  
22 Harassment in the Workplace, U.S. Locations."

23 Q. Do you recognize Exhibit 151?

24 **A. I do.**

25 Q. And what is Exhibit 151?

1 be harassed or degraded while they're trying to do  
2 their job," you would agree that that is -- comports  
3 with Tesla's policies, doesn't it?

4 **A. I agree, yes.**

5 Q. And then Mr. Owen Diaz also says -- he said,  
6 "It's not the first time that Ramon Martinez has" -- I  
7 think "has been talked about his behavior," "has been  
8 talked to about his behavior."

9 Is that your understanding?

10 MS. JENG: Objection; the document speaks for  
11 itself. Misstating the evidence.

12 MR ORGAN: Q. You understood that Mr. Diaz  
13 was complaining that the behavior towards Mr. Diaz was  
14 getting worse; right?

15 MS. JENG: Objection; lacks foundation,  
16 misstates the evidence. And the document speaks for  
17 itself.

18 THE WITNESS: He makes the statement here  
19 towards the end of the document. Owen alleges that  
20 his behavior is getting worse.

21 MR ORGAN: Q. "His behavior," being  
22 Mr. Martinez, is getting worse.

23 **A. Yeah, yeah, Martinez.**

24 Q. That is all something you would have  
25 expected, the Tesla HR person who got involved, to

1     take into account when looking into Mr. Diaz's  
2     complaint; correct?

3             MS. JENG: Objection; lacks foundation.

4             THE WITNESS: I could say that I would  
5     imagine that those items would be taken into account  
6     during an investigation, depending on whether it's the  
7     Tesla HR person who conducted it or not.

8             MR ORGAN: Q. What does Tesla do to make  
9     sure that its contractor organizations do a thorough  
10    and effective investigation?

11            A. In general, when these complaints come to  
12    Tesla's attention -- these complaints being harassment  
13    and discrimination complaints -- if they involve  
14    contractors, we expect that the Tesla HR person is in  
15    communication with the agency. So even if they're not  
16    the ones conducting the investigation, they're making  
17    sure that the issue is resolved by collaborating with  
18    the agency.

19            Q. And what is the typical way that Tesla HR  
20    communicates with the contract agencies?

21            A. What do you mean by "way"?

22            Q. Like email, is that the typical way --

23            A. Email is one way. Phone, in person.

24            Q. If there are in-person communications, do HR  
25    people typically take notes of those interactions with



1 anything in writing that you have seen that indicates  
2 what contractors are supposed to do relative to  
3 enforcing Tesla's antiharassment policies?

4 **A. Not that I've seen.**

5 Q. And other than the policies that we've talked  
6 about and the investigation tool kit, which we don't  
7 have, other than those policies and procedures, are  
8 there any other policies or procedures for ensuring  
9 that workers who are working at your Fremont factory  
10 are not subjected to harassment?

11 **A. Not that I'm aware of.**

12 Q. In terms of Tesla's antiharassment complaint  
13 procedures, we saw some of those in the code of  
14 conduct and then also in the antiharassment policy.

15 Other than those complaint procedures, are  
16 there any other complaint procedures that Tesla has  
17 that we haven't gone over?

18 **A. No, I think we covered everything.**

19 Q. It's fair to say that if someone wants to  
20 make a complaint to Tesla about the way they're being  
21 treated, some kind of harassment, they can do that  
22 either in writing or verbally; is that true?

23 **A. That's correct.**

24 Q. And if a Tesla employee wants to complain  
25 about harassment in the workplace, they can do that by

1 MS. JENG: Thank you.

2 MR ORGAN: Anybody else?

3 MR. HORTON: No questions.

4 MR. ARANEDA: No questions.

5 MR ORGAN: Okay. I just have a follow-up on  
6 one of your answers to Patricia.

7 ---oOo---

8 FURTHER EXAMINATION BY MR. ORGAN

9 MR. ORGAN: Q. Relative to disciplinary  
10 action, if Tesla finds or gets information that an  
11 employee has engaged in harassing conduct, Tesla will  
12 act on that, correct, even if it's a contractor doing  
13 the harassing conduct?

14 **A. Tesla would partner with the agency and**  
15 **collaborate with them to come up with an action.**

16 Q. And you would agree that Tesla, with respect  
17 to any contract employee, can ask the contracting  
18 agency not to send that individual to the Tesla  
19 factory; right?

20 **A. They can say that that person is no longer**  
21 **allowed on the property, or request that the contract**  
22 **with Tesla end.**

23 Q. And certainly, if Tesla found or had  
24 information that someone, a contractor, had engaged in  
25 harassing conduct, Tesla would want to protect its

ANNALISA HEISEN

May 29, 2019

1 State of California )

2 County of Marin )

3

4 I, Bridget M. Mattos, hereby certify  
5 that the witness in the foregoing deposition was by me  
6 duly sworn to testify to the truth, the whole truth  
7 and nothing but the truth in the within entitled  
8 cause; that said deposition was taken at the time and  
9 place herein named; that the deposition is a true  
10 record of the witness's testimony as reported to the  
11 best of my ability by me, a duly certified shorthand  
12 reporter and disinterested person, and was thereafter  
13 transcribed under my direction into typewriting by  
14 computer; that the witness was given an opportunity to  
15 read, correct and sign the deposition.

16 I further certify that I am not  
17 interested in the outcome of said action nor connected  
18 with or related to any of the parties in said action  
19 nor to their respective counsel.

20 IN WITNESS WHEREOF, I have hereunder  
21 subscribed my hand on May 29, 2019.

22

23 BRIDGET M. MATTOS, CSR NO. 11410

24

25

# Exhibit

# 9

## 1 UNITED STATES DISTRICT COURT

## 2 NORTHERN DISTRICT OF CALIFORNIA

3  
4  
5 DEMETRIC DI-AZ, OWEN DIAZ, and )  
LAMAR PATTERSON, )

6 Plaintiffs, )

7 vs. )

Case No.

3:17-cv-06748-WHO

8 TESLA, INC. dba TESLA MOTORS, )  
9 INC.; CITISTAFF SOLUTIONS, INC.; )  
WEST VALLEY STAFFING GROUP; )  
10 CHARTWELL STAFFING SERVICES, INC.; )  
and DOES 1-50, inclusive, )

Pages 1 - 142

11 Defendants. )  
12 \_\_\_\_\_ )

13  
14  
15  
16 VIDEO DEPOSITION OF ERIN MARCONI

17 MONDAY, OCTOBER 21, 2019

18 11:39 A.M.

19  
20  
21  
22  
23 REPORTED BY: LAURA J. MELLINI

24 CSR NO. 8181, RPR, CCRR

25 NDS JOB NO.: 220525

1 APPEARANCES OF COUNSEL:

2  
3 FOR PLAINTIFFS DEMETRIC DI-AZ AND OWEN DIAZ:

4  
5 CALIFORNIA CIVIL RIGHTS LAW GROUP

6 BY: LAWRENCE A. ORGAN, ESQ.

7 332 SAN ANSELMO AVENUE

8 SAN ANSELMO, CALIFORNIA 94960

9 415.453.4740

10 larry@civilrightsca.com

11  
12 FOR DEFENDANTS TESLA, INC. dba TESLA MOTORS, INC.:

13  
14 SHEPPARD MULLIN RICHTER & HAMPTON LLP

15 BY: TRACEY A. KENNEDY, ESQ.

16 333 SOUTH HOPE STREET

17 43RD FLOOR

18 LOS ANGELES, CALIFORNIA 90071-1422

19 213.617.4249

20 tkennedy@sheppardmullin.com

1 APPEARANCES OF COUNSEL: (Continued)

2  
3 FOR DEFENDANT CITISTAFF SOLUTIONS, INC.:

4  
5 (APPEARING TELEPHONICALLY)

6 LAFAYETTE & KUMAGAI LLP

7 BY: SUSAN KUMAGI, ESQ.

8 1300 CLAY STREET

9 SUITE 810

10 OAKLAND, CALIFORNIA 94612

11 415.357.4600

12 skumagai@lkclaw.com

13  
14 FOR DEFENDANT NEXTSOURCE, INC.:

15  
16 (APPEARING TELEPHONICALLY)

17 FISHER PHILLIPS

18 BY: VINCENT ADAMS, ESQ.

19 ONE EMBARCADERO CENTER

20 SUITE 2050

21 SAN FRANCISCO, CALIFORNIA 94111-3712

22 415.490.9000

23 vadams@fisherphillips.com

1 Q And what was that job? 11:44

2 A Employee relations and generalist work for 11:44

3 staffing agency. 11:44

4 Q What was the staffing agency you were working 11:44

5 for? 11:44

6 A Volt -- I think their full name is Workforce 11:44

7 Solutions. 11:44

8 Q How long did you work for Volt? 11:44

9 A Just under three years. 11:44

10 Q And what was your job -- what was your job 11:44

11 title at Volt? 11:44

12 A That is a fantastic question. 11:44

13 My last job title at Volt was program manager. 11:44

14 Q Okay. 11:44

15 A What my first one was I am not sure. 11:44

16 Q That's fine. Program manager is good. 11:44

17 What did you do after you left Volt as a 11:44

18 program manager? 11:44

19 A I went to Tesla as an HR business partner. 11:45

20 Q So that would be approximately 2013? 11:45

21 A Correct. 11:45

22 Q How long were you an HR business partner at 11:45

23 Tesla? 11:45

24 A Until January 2017. 11:45

25 Q And what was your job title after you -- after 11:45



1 reported to me and I -- no. 12:02

2 Q But you mentioned earlier that there were HR 12:02

3 teams. 12:02

4 A There was an HR business partner team. There 12:02

5 were also some employee relations people that supported 12:02

6 us. They did a lot of administrative for the most part. 12:02

7 Then there was a totally different group in HR 12:02

8 that did onboarding, offboarding. I can't recall what 12:02

9 the name of that group was. 12:02

10 There was recruiting. There was just various 12:03

11 different areas. 12:03

12 Q But the HR business partner team that you were 12:03

13 part of was in charge of handling, among other things, 12:03

14 complaints about discrimination or harassment; right? 12:03

15 A Correct. 12:03

16 Q And approximately how many members were there 12:03

17 in that HR business partner team that handled 12:03

18 discrimination and harassment complaints in that 2015, 12:03

19 '16 time period? 12:03

20 A At least ten, to the best of my recollection. 12:03

21 That was a long time ago, though. 12:03

22 Q Okay. 12:04

23 A Oh, 11. Sorry. I haven't thought about that 12:04

24 in a long time. 12:04

25 Q That's all right. That's all right. I 12:04

1 appreciate you coming in to help us here. 12:04

2 Did you have a job description for your job? 12:04

3 A Not when I was hired. 12:04

4 Q Okay. 12:04

5 A I was the first person in that role, and 12:04

6 someone that knew me from a previous life called, talked 12:04

7 to me about the job. 12:04

8 Q So you were the first person in the HR 12:04

9 business partner role? 12:04

10 A Correct. 12:04

11 Q At Tesla? 12:04

12 A Yes. 12:04

13 Q Congratulations. 12:04

14 A Thanks. 12:04

15 Q Did you have -- well, let's -- let's do this. 12:04

16 Let's -- I'm going to show you what's been previously 12:04

17 marked as Exhibit 183. And Exhibit 183 for the record 12:05

18 is a one-page document Bates-stamped Tesla 889. 12:05

19 My understanding is that Tesla HR was on the 12:05

20 production floor; is that correct? 12:05

21 A At some periods of time. 12:05

22 Q And in the 2015, 2016 time period, do you 12:05

23 remember whether HR was on the production floor? 12:05

24 A I believe so. 12:05

25 Q Okay. So is there an area -- we only have 12:05

1 Q Okay. And in your role as the HR business 12:11  
2 partner, did you help enforce the anti-discrimination 12:11  
3 and anti-harassment policies that Tesla had? 12:11

4 A Yes. 12:11

5 Q Did you have any input on the written policies 12:11  
6 of the company? In other words, did you help like with 12:11  
7 the anti-handbook handbook or any of that stuff? 12:11

8 A I don't recall who wrote the anti-handbook 12:11  
9 handbook. 12:11

10 Q Okay. But in terms of other policies, other 12:11  
11 HR policies, did you help at least with the drafting of 12:12  
12 any of those other policies? 12:12

13 A Not that I recall. 12:12

14 Q Okay. Do you remember who did have the 12:12  
15 responsibilities for drafting those other HR policies? 12:12

16 A I don't recall. 12:12

17 Q Okay. But it's fair to say that you at least 12:12  
18 understood what Tesla's policies were in terms of 12:12  
19 anti-discrimination and anti-harassment; right? 12:12

20 A Correct. 12:12

21 Q And Tesla has, or had when you were there, a 12:12  
22 zero-tolerance policy for harassment; right? 12:12

23 A Correct. 12:12

24 Q And Tesla also has a zero-tolerance policy for 12:12  
25 discrimination? 12:12

1	A	<u>Correct.</u>	<u>12:12</u>
2	Q	What does that mean to have a zero-tolerance	12:12
3		policy under Tesla's formula?	12:12
4	A	That there's no tolerance of any of those	12:13
5		things which you just said, harassment, discrimination.	12:13
6	Q	Would you agree that based on your	12:13
7		understanding of Tesla's policies, that use of the	12:13
8		n-word by any worker at the factory would have violated	12:13
9		Tesla's anti-harassment policy?	12:13
10	A	I don't want to assume anything. So what were	12:13
11		we talking about?	12:13
12	Q	Yeah. You mentioned that you understood	12:13
13		Tesla's zero- -- that Tesla had a zero-tolerance policy	12:13
14		for discrimination and harassment; right?	12:13
15	A	Correct.	12:13
16	Q	And based on your understanding of that	12:13
17		policy, if a Tesla worker had used the n-word in the	12:13
18		workplace, would that have violated Tesla's	12:14
19		anti-harassment, anti-discrimination policy?	12:14
20	A	What do you mean by "n-word"? I don't want to	12:14
21		assume what you mean.	12:14
22	Q	Oh, okay. So I'll just say it once because	12:14
23		it's a highly offensive term to most people. But my	12:14
24		understanding is and my use of "n-word" is either	12:14
25		"nigger," n-i-g-g-e-r, or "nigga," n-i-g-g-a. Okay?	12:14



1 of sexual harassment do you think you investigated at -- 12:16

2 what's your best estimate, at Tesla? 12:16

3 A Maybe three. Two that I can definitely 12:16

4 recall. Not during 2015 or 2016. 12:16

5 Q Okay. And if you had known about someone 12:16

6 using the n-word at the Tesla factory, that would 12:16

7 certainly be something that you would investigate; 12:16

8 correct? 12:16

9 A Absolutely. 12:16

10 Q And the reason that you would investigate that 12:16

11 is use of the n-word at the Tesla factory could create a 12:16

12 hostile work environment for other workers; right? 12:16

13 A Correct. 12:16

14 Q Did you have -- and just so I'm clear, did you 12:17

15 ever investigate a claim where somebody at least alleged 12:17

16 that the n-word had been used? 12:17

17 A I don't recall. 12:17

18 Q You don't recall doing that; correct? 12:17

19 A Unh-unh. 12:17

20 Q "No"? 12:17

21 A "No." I'm sorry. 12:17

22 MS. KENNEDY: You asked it in the negative, 12:17

23 Larry. 12:17

24 MR. ORGAN: Oh, right. Right. 12:17

25 BY MR. ORGAN: 12:17



1 reporting harassment; right? 12:40

2 A Yes. 12:40

3 Q And under Tesla policies, supervisors are 12:40

4 supposed to report issues relating to harassment to 12:40

5 their managers and to HR? 12:41

6 A Yes. 12:41

7 Q Similarly, if an employee wanted to report an 12:41

8 issue of harassment to a manager, that would satisfy 12:41

9 Tesla's reporting requirements; right? 12:41

10 A Yes. 12:41

11 Q Now, there was a -- there were numerous 12:41

12 contractors who had employees working at the Tesla 12:41

13 facility, is that true, during the time that you were 12:41

14 there? 12:41

15 A I believe so. 12:41

16 Q Do you know what percentage of the workers 12:41

17 working at the Tesla factory were contractors? 12:41

18 MS. KENNEDY: At what point in time? 12:42

19 MR. ORGAN: Yeah, that's a good point. I'll 12:42

20 withdraw that. 12:42

21 MS. KENNEDY: Okay. 12:42

22 MR. ORGAN: Yeah, because it's vague as to 12:42

23 time. 12:42

24 BY MR. ORGAN: 12:42

25 Q Let's talk about the 2015, 2016 time period. 12:42





1                   What role -- first of all, would the                   12:58

2                   supervisor -- the Tesla supervisor is supposed to report                   12:59

3                   that to Tesla HR; correct?                   12:59

4                   A       Correct.                   12:59

5                   Q       And then the supervisor's also supposed to                   12:59

6                   report that incident to contractors' HR; correct?                   12:59

7                   A       That typically I think would happen through                   12:59

8                   HR.                   12:59

9                   Q       Okay.                   12:59

10                  A       Depending on what you mean by "contractor."                   12:59

11                  Q       Okay. I'm talking about someone who is                   12:59

12                  actually working in the facility as either a production                   12:59

13                  associate or --                   12:59

14                  A       So a temporary worker --                   12:59

15                  Q       Temporary --                   12:59

16                  A       -- is I think what we call --                   12:59

17                  Q       Okay. What you call a temporary worker.                   12:59

18                               My understanding is that some people would                   12:59

19                  become permanent employees of Tesla, regular Tesla                   12:59

20                  employees, by first being a temporary worker. Is that                   12:59

21                  true?                   12:59

22                  A       Yes.                   12:59

23                  Q       And in terms of the standards, the                   13:00

24                  anti-discrimination, anti-harassment policy standards                   13:00

25                  that applied to workers at the Tesla factory, those                   13:00

1 temporary worker would be to facilitate the 13:03

2 investigation. Is that true typically? 13:03

3 A Primary first thing would be obviously, 13:03

4 depending on what that is, are they comfortable or do 13:03

5 they feel threatened. Those kind of things you want to 13:03

6 take care of in the immediate. 13:03

7 The next thing I would do is get them 13:03

8 connected with the person that would have been my role 13:03

9 for their employer. 13:03

10 Q Okay. And if someone does complain about what 13:03

11 they consider to be inappropriate conduct, and they feel 13:03

12 threatened, you would agree that as a Tesla HR person, 13:03

13 you would still have a responsibility to make sure that 13:03

14 nothing happened to them further; right? 13:03

15 A Oh, absolutely. 13:03

16 Q And as a Tesla HR person, if someone had 13:03

17 complained about like threatening conduct or feeling 13:04

18 that they were threatened, you would at least have to 13:04

19 make that workplace safe for them from that point that 13:04

20 you find out about it on; right? 13:04

21 A In the immediate, absolutely. If then it 13:04

22 was -- the investigation was conducted and it, say, only 13:04

23 involved temporary people that were all under West 13:04

24 Valley -- 13:04

25 Q Yeah. 13:04

1           A     -- if West Valley investigated it and came           13:04  
2     back and said there wasn't actually an issue, I'm going       13:04  
3     to believe that West Valley did their investigation       13:04  
4     thoroughly and if there was something to address,       13:04  
5     addressed it.   13:04

6                     Does that make sense?                               13:04

7           Q     Sure.   13:04

8                     You -- you typically rely on the contract --       13:04  
9     contracting agency to do an investigation into               13:04  
10    complaints by their employees; is that right?               13:04

11           A     If it is involving other of their employees.       13:04

12                     If it is involving Tesla employees, then I       13:05  
13    would talk to probably Tesla employees, they would talk       13:05  
14    to their employees.   13:05

15                     If the stars align and everyone was in the       13:05  
16    building or in the same side of the country and we would       13:05  
17    help -- sometimes I had been there when they were           13:05  
18    interviewing their employee and vice versa. But I           13:05  
19    wouldn't -- my preference would not be to interview       13:05  
20    someone else's employee, and especially not without them    13:05  
21    present.   13:05

22           Q     In terms of Tesla's duty, though, to all of       13:05  
23    its employees, it has a -- it has a duty to both its       13:05  
24    regular employees and the contractors to make sure that       13:05  
25    all of those people work in a work environment free from    13:05

1 harassment or discrimination based on race; right? 13:05

2 A Correct. 13:05

3 Q And so if -- if Tesla HR became aware of a 13:05

4 problem, let's say use of the n-word or use of racial 13:05

5 drawings, Tesla would still have to make sure that that 13:06

6 conduct stopped; right? 13:06

7 A Assuming that an investigation found that that 13:06

8 conduct did happen? 13:06

9 Q Right. 13:06

10 A Then yes. 13:06

11 Q And, similarly, if like someone was 13:06

12 threatening someone because they're black or Latino or 13:06

13 something like that, Tesla would want to take action 13:06

14 there to make sure that there weren't further threats; 13:06

15 right? 13:06

16 A Threatening for any reason wouldn't be okay. 13:06

17 Q Right. Okay. 13:06

18 Was there some kind of guidelines that dealt 13:06

19 with situations like you were just talking about where a 13:06

20 contractor was investigating a complaint by one of their 13:06

21 employees about inappropriate conduct in the workplace? 13:06

22 Did they have to follow the same sort of Tesla 13:06

23 guidelines of has to be prompt, thorough and objective? 13:06

24 A I can't answer what they had to do based on 13:07

25 their employer. The expectation of them from Tesla 13:07



1 Q Okay. What was the -- tell me about the 13:41  
2 situation where you did sensitivity training for a 13:41  
3 group. 13:41

4 A It was an offensive drawing that we were 13:41  
5 unable to determine who did the drawing. And I say 13:42  
6 "offensive"; it was a sexual drawing that clearly 13:42  
7 offended folks. 13:42

8 That department was, I believe, over 500 13:42  
9 people. So we brought everyone together each shift, 13:42  
10 went over how that was not okay; if we ever could find 13:42  
11 out who it was, it wouldn't be tolerated. 13:42

12 An investigation couldn't pinpoint who it was 13:42  
13 because there wasn't a camera in that particular area, 13:42  
14 we addressed the whole entire team, and then did 13:42  
15 sensitivity training that covered pretty much 13:42  
16 everything. 13:42

17 And even if I tell you a joke about the sky 13:42  
18 being blue and you think it's funny today and you don't 13:42  
19 tomorrow, then I can't tell you that joke anymore. 13:42

20 Q Do you remember what department it was in? 13:43

21 A I think it was stamping. 13:43

22 Q Okay. In terms of the drawing -- I don't mean 13:43  
23 to offend you or anything, but can you describe the 13:43  
24 sexual drawing that you ended up having to do 13:43  
25 sensitivity training for. 13:43

1           A     If I recall correctly, somebody put boobs on           13:43  
2     like -- you know the male/female symbols on bathrooms?       13:43  
3     Somebody drew boobs.   13:43  
4           Q     Okay.   13:43  
5           A     Yeah. Definitely this is not the same group.       13:43  
6           Q     Okay. This being the chassis 3 that's           13:43  
7     identified in Exhibit 189; right?                               13:44  
8           A     Correct.   13:44  
9           Q     So chassis 3 is different from the stamping       13:44  
10    division where the boobs on the bathroom drawing was;       13:44  
11    right?   13:44  
12          A     Uh-huh.   13:44  
13          Q     "Yes"?    13:44  
14          A     Correct.   13:44  
15          Q     Okay.   13:44  
16          A     So, similarly, if they had done something       13:44  
17    here, I might not know about it if I'm not supporting       13:44  
18    that group.   13:44  
19          Q     I see.   13:44  
20               MR. ORGAN: What do you guys want to do about       13:44  
21    lunch? Because we probably have to give a lunch break       13:44  
22    for our videographer and court reporter, and it's           13:44  
23    already 1:44.   13:44  
24               MS. KENNEDY: Sure. How much longer do you       13:44  
25    have? We can go grab a quick bite.                               13:44



1 (Whereupon, at 2:48 p.m. the proceedings 14:49  
2 were reconvened.) 14:49  
3 THE VIDEO OPERATOR: The time is 2:48. We're 14:49  
4 back on the record. 14:49  
5 BY MR. ORGAN: 14:49  
6 Q You said something when we -- just as we 14:49  
7 finished -- 14:49  
8 THE VIDEO OPERATOR: Your microphone, 14:49  
9 please. 14:49  
10 MR. ORGAN: Oh, I'm sorry. 14:49  
11 BY MR. ORGAN: 14:49  
12 Q When we broke for lunch, you were talking 14:49  
13 about a sensitivity training that you did for the 14:49  
14 stamping department? 14:49  
15 A Correct. 14:49  
16 Q Do you remember that? 14:49  
17 That sensitivity training came out of the fact 14:49  
18 that there were these -- there was a visual harassment 14:49  
19 in this -- the boobs on the bathroom door. 14:49  
20 Is that what caused the training to come 14:49  
21 about? 14:49  
22 A Yes. Someone was offended by the boobs drawn. 14:49  
23 Q Okay. And how was the decision made as a 14:49  
24 result of that to do a sensitivity training? Why was 14:50  
25 that the outcome? 14:50



1 considered to be a racist drawing. 14:52

2 And I'm wondering if you recall seeing this 14:52

3 email, or the picture that's attached. 14:52

4 A I don't recall seeing the picture, and I don't 14:52

5 specifically recall seeing it, given the time. It very 14:52

6 well could have been something that I was -- "Here's a 14:53

7 heads-up" kind of thing, and I just don't recall. 14:53

8 Q Okay. Okay. 14:53

9 Based on your -- you just read the complaint 14:53

10 by Mr. Diaz from January 22nd, 2016. Based on that 14:53

11 complaint and in your experience as a professional HR 14:53

12 person, would that be sufficient to trigger an 14:53

13 investigation, in your mind, his complaint along with 14:53

14 the pictures? 14:53

15 A Yes. 14:53

16 Q And would -- as a trained investigator, given 14:53

17 this written information and the confirming picture, 14:53

18 would you expect there to be an investigation as a 14:54

19 result of that? 14:54

20 A Yes. 14:54

21 Q If you were conducting the investigation, 14:54

22 would you interview the people that are identified in 14:54

23 Mr. Diaz's email? 14:54

24 A Depending on if they were Tesla employees or 14:54

25 employees of another company, either I would if they 14:54

1      were Tesla employees, or I would ask that the primary      14:54  
2      employer, for lack of a better way to put it, did. And      14:54  
3      if it was a combination, work together if at all      14:54  
4      possible.      14:54

5            Q      So when there's a mixture of parties who      14:54  
6      are -- some are Tesla employees and some are      14:54  
7      temporary -- what did you call them? Temporary workers?      14:55

8            A      Yeah.      14:55

9            Q      Then you would expect that Tesla HR and the      14:55  
10     contracting -- or the staffing agencies would work      14:55  
11     together as part of that investigation; is that right?      14:55

12          A      Not exactly.      14:55

13                So I don't know who Owen -- so just like -- if      14:55  
14     all of these people worked for -- we'll use West Valley      14:55  
15     because that's the example I've been using.      14:55

16                If all the people that are in here worked for      14:55  
17     West Valley, I would ask West Valley to investigate.      14:55

18          Q      Okay. So in this -- in this situation --      14:55

19          A      And then get back to me.      14:55

20          Q      Okay. In this situation, you would at least      14:55  
21      expect that West Valley would keep -- assuming West      14:55  
22      Valley were the contracting agency or staffing agency,      14:55  
23      you would expect West Valley to keep Tesla HR informed      14:56  
24      as to what their investigation found; right?      14:56

25          A      Correct.      14:56

1 Q And then based on that investigation, would 14:56  
2 Tesla then decide what it might need to do relative to 14:56  
3 that particular work environment to make sure that the 14:56  
4 conduct didn't occur again? 14:56

5 A In making -- if it is all -- so we're saying 14:56  
6 temporary workers, not contractors? 14:56

7 Q Correct. 14:56

8 A So they're working with Tesla employees as 14:56  
9 well? 14:56

10 Q They're working -- 14:56

11 A Then yes, absolutely. 14:56

12 Q Right. 14:56

13 And so, for example, in a situation like this 14:56  
14 where witnesses are identified -- and I'll just 14:56  
15 represent to you that -- have you ever heard of Michael 14:56  
16 Wheeler? Is that name familiar? 14:56

17 A Doesn't ring a bell, but there were thousands 14:57  
18 of employees over however many years. 14:57

19 Q Right. 14:57

20 So if Michael Wheeler and the Israel -- the 14:57

21 guy whose name is Israel in this were both Tesla 14:57

22 employees, those interviews you would expect would be 14:57

23 done by Tesla HR, and then the interviews -- assuming 14:57

24 that Ramon Martinez and Owen Diaz are temporary 14:57

25 employees working through a staffing agency, you would 14:57

1 expect that Owen and Ramon would be interviewed by their 14:57  
2 respective contracting agencies; correct? 14:57  
3 A Correct. 14:57  
4 I have had occasion to that whoever was on 14:57  
5 site for, say, West Valley wasn't well versed or 14:57  
6 comfortable. So if that kind of situation came up, I 14:57  
7 would assist, but would make sure that they were there. 14:57  
8 Q I see. 14:58  
9 So in a situation where the staffing agency 14:58  
10 doesn't feel comfortable doing the investigation, you're 14:58  
11 aware of at least one situation where Tesla HR helped 14:58  
12 out in that situation? 14:58  
13 A Yeah, and I can't remember the details. They 14:58  
14 had someone new that was there. I think it was two 14:58  
15 people really not just -- just not getting along, and 14:58  
16 whoever they had on site that day was newer and hadn't 14:58  
17 done investigations. 14:58  
18 Q Okay. And -- 14:58  
19 A Similar to how when we would get new people a 14:58  
20 lot of times, we would have them come along and make 14:58  
21 sure the person that you're speaking to is comfortable 14:58  
22 with that, because they're learning, before just saying, 14:58  
23 "Hey, good luck." 14:58  
24 Q Well, that's good. 14:58  
25 A Yeah. But one way or another, make sure it 14:58

1 this to Josue Torres and Eliseo Torres. No, I think 15:00  
2 that's the same guy. 15:00  
3 Do you know who Josue Torres was? 15:00  
4 A I do not recall offhand. 15:00  
5 Q He has been identified previously as a 15:00  
6 supervisor at Tesla. Does that sound familiar to you? 15:00  
7 A Does not sound familiar to me. 15:00  
8 Q Okay. Okay. I guess that's all we need from 15:00  
9 that one. 15:00  
10 Let's go to the next one. This will be 15:00  
11 Exhibit 129. 15:01  
12 A That said, I may or may not have been -- 15:01  
13 Q Huh? 15:01  
14 A I may have been in and out at that point if he 15:01  
15 had become a supervisor. I'm just clarifying. It 15:01  
16 doesn't sound familiar to me, but -- 15:01  
17 Q Okay. Okay. 15:01  
18 You were certainly at Tesla at some time 15:01  
19 during January of 2016; correct? 15:01  
20 A Possibly. My mom was going through cancer 15:01  
21 treatment for -- 15:01  
22 Q I'm sorry to hear. 15:01  
23 A And I was -- even if I got there in the 15:01  
24 morning, it might be, "I got to go right now," and 15:01  
25 verbally hand everything I had off. 15:01

1 Q Okay. 15:08

2 A -- was under nextSource. 15:08

3 Q Yeah. That's how -- that's my 15:08

4 understanding -- 15:08

5 A I'm guessing just based on the way this -- 15:08

6 (Reporter clarification.) 15:08

7 BY MR. ORGAN: 15:08

8 Q That's my understanding is that Chartwell was 15:08

9 essentially providing staffing through nextSource to 15:08

10 Tesla. 15:08

11 A Ah. Yeah, Chartwell is a new one for me. 15:08

12 Q Okay. Let's -- if we go to the next one, do 15:08

13 you -- well, let me ask you this. 15:08

14 Do you remember ever having any discussions 15:08

15 with Victor Quintero about the drawing that we saw, the 15:08

16 pickaninny drawing that Mr. Diaz complained about? 15:08

17 A I do not. 15:09

18 Q Then this will be 128. 15:09

19 Exhibit 128 for the record is a five-page 15:09

20 document Bates-stamped Tesla 20 through 24. And if you 15:09

21 could, look at the top email from Terri Garrett to Wayne 15:09

22 Jackson dated January 22nd, 2016 at 6:35 p.m. 15:10

23 A Okay. 15:10

24 Q So is Terri Garrett a man or a woman? 15:10

25 A I don't want to speculate because I never met 15:10





1 Q Right? 15:16

2 A Yes. 15:16

3 Q And it's a caricature that historically was 15:16

4 used -- it's been called a "pickaninny." Have you heard 15:16

5 that expression before? 15:16

6 A Yes. 15:16

7 Q And it was historically -- this drawing with 15:16

8 the bone in the hair was historically a way to put down 15:16

9 African Americans; right? 15:16

10 A That's my understanding. 15:16

11 Q So if you had understood that Mr. Martinez had 15:16

12 admitted to putting this poster -- to putting this 15:16

13 drawing up, and also to have threatened Mr. Diaz 15:16

14 previously, you would expect that Mr. Martinez would be 15:16

15 fired pursuant to Tesla policy, wouldn't you? 15:17

16 A Assuming all of that is true -- 15:17

17 Q Yeah. 15:17

18 A -- I wouldn't presume what nextSource does, 15:17

19 but I would ask them not to have him return to an 15:17

20 assignment at Tesla. 15:17

21 Q Sure. Okay. 15:17

22 Now, if you go on to Mr. Diaz's statement: 15:17

23 "...and because nothing has been done, it 15:17

24 seems that his behavior is getting worse." 15:17

25 That would be a concern to you as a Tesla 15:17

1 investigator, wouldn't it, if conduct is getting worse? 15:17

2 A Absolutely. 15:17

3 Q Where Mr. Diaz then says: 15:17

4 "As an employee, I'm entitled to a safe 15:17

5 and harassment-free work environment," 15:17

6 that's true; right? 15:17

7 A Yes. 15:17

8 Q Do you remember having any prior knowledge 15:18

9 about Ramon Martinez and Mr. Diaz, and Mr. Owen Diaz? 15:18

10 A No. To be perfectly honest, I probably had 15:18

11 more than one person -- both of those names at various 15:18

12 times throughout the years. 15:18

13 Q Sure. 15:18

14 A But none of them particularly ring a bell. 15:18

15 Q Well, if it's any consolation, we served a guy 15:18

16 named Ramon Martinez and he said, "I don't know what 15:18

17 you're talking about. I never worked at Tesla." So -- 15:18

18 A As I say, we had everybody. 15:18

19 Q Okay. 15:18

20 MR. ORGAN: We're on 190, I think. 15:18

21 THE REPORTER: Yes. 15:19

22 (The document referred to was marked by 15:19

23 the CSR as Plaintiffs' Exhibit 190 for 15:19

24 identification and attached to and made a part 15:19

25 of this deposition.) 15:19

1 Q I'm going to show you Exhibit 34. Exhibit 34 15:22  
2 for the record is a one-page document Bates-stamped 15:22  
3 ODIAS 3, and it's an email from October 17th from Owen 15:22  
4 Diaz to Ed Romero and Tom Kawasaki. Let me know when 15:22  
5 you finish reading it. 15:22  
6 A Okay. 15:22  
7 Q I'm wondering, does this ring a bell in terms 15:23  
8 of anything that you remember finding out about while 15:23  
9 you were at Tesla? 15:23  
10 A I believe it was something of an FYI to me 15:23  
11 from -- it would have been probably either Andrew or 15:23  
12 Paul, so whoever was covering second shift. 15:23  
13 Q Okay. 15:23  
14 A I don't remember the specifics. 15:23  
15 Q Okay. Now, certainly if Ramon Martinez were 15:23  
16 yelling at him and threatening him, that would violate 15:23  
17 Tesla's policies; right? -- at least the threatening 15:24  
18 part? 15:24  
19 A Yes. Assuming it's Ramon Martinez. 15:24  
20 Q Yeah, Ramon Martinez. 15:24  
21 A It just says "Ramon" everywhere. We had a lot 15:24  
22 of Ramons. 15:24  
23 Q I'm sure that's true. 15:24  
24 Okay. There's a reference here to -- Ed 15:24  
25 Romero we've already talked about as one of the 15:24

1 the CSR as Plaintiffs' Exhibit 191 for 15:28  
2 identification and attached to and made a part 15:28  
3 of this deposition.) 15:28

4 BY MR. ORGAN: 15:28

5 Q Exhibit 191 for the record is a one-page 15:28  
6 document Bates-stamped nextSource 101, and it's some 15:28  
7 emails from October 19th and 20th. And I'll just point 15:28  
8 your attention to the top email. 15:28

9 A Okay. 15:28

10 Q So where Terri Garrett says here to Wayne 15:28  
11 Jackson that they needed to get the employees' 15:28  
12 statements and other witness statements to Tesla HR 15:28  
13 today, that, again, is in line with the working 15:28  
14 relationship between the different human resource 15:28  
15 departments; is that correct? 15:29

16 A Correct. And I do recall having to push on 15:29  
17 behalf of Tesla to get things from -- 15:29

18 Q From nextSource? 15:29

19 A Yes. 15:29

20 Q Okay. So -- 15:29

21 A Not necessarily related to this one, but just 15:29  
22 in general. 15:29

23 Q Okay. So in general, you had -- sometimes you 15:29  
24 had to push nextSource to get you the information you 15:29  
25 needed so that you could evaluate -- 15:29

1           A     And go about things the way that we had asked           15:29  
2     them to go about them.           15:29  
3           Q     Okay. This is Exhibit 35.           15:29  
4                 Exhibit 35 for the record is a three-page           15:29  
5     document Bates-stamped Tesla 140 to 142. And it appears   15:29  
6     that at least in this situation with respect to Ramon       15:30  
7     Martinez and Owen Diaz, that eventually at least it got   15:30  
8     forwarded to you.           15:30  
9                 Do you see that?           15:30  
10          A     Yes.           15:30  
11          Q     And so at least at some point you did get       15:30  
12     Mr. Diaz's statement about his -- the threat that he       15:30  
13     perceived from Ramon Martinez; correct?           15:30  
14          A     Owen's statement?           15:30  
15          Q     Yeah.           15:31  
16          A     Assuming this whole thread was actually       15:31  
17     forwarded at the time?           15:31  
18          Q     Yeah.           15:31  
19          A     Yes. If it was, I can't say for sure.       15:31  
20          Q     Okay. But based on the email chain, I mean,   15:31  
21     it looks like it was forwarded to you. Do you see that?   15:31  
22          A     Correct.           15:31  
23          Q     Okay.           15:31  
24          A     Several days later; right? Yeah.           15:31  
25          Q     Yeah.           15:31

1                   The complaint was made on the 17th, and then                   15:31  
2                   forwarded again on the 20th to Wayne Jackson, and then                   15:31  
3                   it looks like Wayne Jackson forwarded it to you on that                   15:31  
4                   same day, on the 20th.                   15:31  
5                   A       Terri.                   15:31  
6                   Q       I'm sorry. Terri.                   15:31  
7                   A       Yeah.                   15:32  
8                   Q       Terri forwarded it to you that same day,                   15:32  
9                   October 20th of 2015; right?                   15:32  
10                  A       Yes. And based on that, it would appear that                   15:32  
11                  it was all nextSource employees involved, other than                   15:32  
12                  Victor and Ed.                   15:32  
13                  Q       Okay. And it looks like maybe Ed was talking                   15:32  
14                  about getting involved here, and Terri Garrett was                   15:32  
15                  asking for your help as to whether or not Mr. Romero                   15:32  
16                  should be involved in the investigation; right?                   15:32  
17                  A       It looks like she wants him not to be                   15:32  
18                  involved.                   15:32  
19                  Q       Right.                   15:32  
20                  Okay. And then this is Exhibit 126. And                   15:32  
21                  Exhibit 126 for the record is a four-page document                   15:33  
22                  Bates-stamped 133 to 136, Tesla 133 to 136, and it has                   15:33  
23                  emails from you on the second page, and then on the                   15:33  
24                  first page, too.                   15:33  
25                  A       Yep.                   15:33

1           Q     So the reason you would have canceled Ed --           15:33

2     Ed's investigation into this is because it appeared to           15:33

3     you that nextSource should be doing the investigation;           15:33

4     right?           15:34

5           A     Yeah, I believe she said that two out of the           15:34

6     three had already been spoken to.           15:34

7           Q     And Erin committed to you that she was going           15:34

8     to get you that information by the close of business           15:34

9     that day?           15:34

10          A     Terri committed to me.           15:34

11          Q     I'm sorry. Terri did, yeah.           15:34

12                 And do you remember whether or not Terri did           15:34

13     get you those statements?           15:34

14          A     I do not.           15:34

15          Q     You at least had Mr. Diaz's statement, though,           15:34

16     about the threat and how he didn't feel safe; right? If           15:34

17     you look at the last page.           15:34

18          A     Again, presuming the entire email thread was           15:34

19     forwarded on?           15:34

20          Q     Yeah.           15:34

21                 Well, you have no reason to doubt that, in           15:34

22     fact, Mr. Diaz's complaint of October 17th wasn't           15:34

23     forwarded on, do you?           15:34

24          A     I -- I don't have one to doubt it or not to           15:35

25     doubt it. It's sent from a nextSource employee --           15:35



1 "I should be able to have the information 15:36  
2 to you by COB today," close of business today. 15:36  
3 You would have expected Terri to send that to 15:36  
4 you, correct, assuming she followed through? 15:36  
5 A I wouldn't assume she followed through. My 15:36  
6 expectation would be yes, but it was 8:13 p.m., which I 15:36  
7 think she's on the East Coast, which would have been 15:36  
8 5:00 o'clock. 15:36  
9 Q Okay. Did you -- did you do any follow-up at 15:36  
10 all with Mr. Owen Diaz to see if he started feeling 15:37  
11 safe? 15:37  
12 A I don't recall. 15:37  
13 Q Do you know whether or not Ramon Martinez was 15:37  
14 disciplined in any way because of threats towards 15:37  
15 Mr. Owen Diaz? 15:37  
16 A I would presume from the documents you've 15:37  
17 shown me that they did. I don't recall specifically the 15:37  
18 outcome. 15:37  
19 Q Okay. And from this point on, October 20th of 15:37  
20 2015, you would at least agree that Tesla had at least 15:37  
21 some knowledge as to threatening conduct by Ramon 15:37  
22 Martinez towards Owen Diaz; right? 15:37  
23 A I would agree that there was an ER -- how did 15:37  
24 she put it? 15:38  
25 Q "ER issue." "Temporary worker ER issue." 15:38

1           A     An ER issue with three temporary workers that     15:38  
2     she did not want Ed involved in.     15:38

3           Q     Right. But regardless of whether or not Terri     15:38  
4     wants Ed involved or not, once Tesla finds out that     15:38  
5     there's inappropriate conduct going on in the workplace,     15:38  
6     you've already testified that that's something Tesla --     15:38  
7     once Tesla gets that knowledge, Tesla has an obligation     15:38  
8     to prevent any further inappropriate conduct; correct?     15:38

9           A     Correct. What I'm saying is she brings it to     15:38  
10    me as two of the three -- worker -- "temporary worker ER     15:38  
11    issue."     15:38

12                   I don't recall specifically seeing Owen Diaz's     15:38  
13    statement. It's easy to cut and paste it. I can't     15:38  
14    confirm that I was on notice of what exactly it was, and     15:39  
15    who was involved.     15:39

16           Q     You just said something there. What about cut     15:39  
17    and paste? What do you mean?     15:39

18           A     It's easy to take off the bottom of an email     15:39  
19    chain when you send stuff.     15:39

20           Q     Do you have any --     15:39

21           A     But I generally --     15:39

22           Q     Do you have any factual knowledge that in fact     15:39  
23    Terri Garrett took off the complaint that Owen Diaz made     15:39  
24    on the 17th and then forwarded to Wayne Jackson on the     15:39  
25    20th?     15:39

1 On the first page, Ed Romero says that: 15:43

2 "I had Rothaj Foster removed from the 15:44

3 Tesla premises last night at 10:00 p.m. The 15:44

4 reason is that he was conducting himself in a 15:44

5 threatening manner against Owen Diaz." 15:44

6 Then if you move up a little bit, Victor 15:44

7 Quintero says: 15:44

8 "I agree that the employee should not be 15:44

9 allowed to return." 15:44

10 And then after that, it was sent to you. 15:44

11 Do you see that? 15:44

12 A Yes. 15:44

13 Q Does it appear to you that the correct 15:44

14 procedure, at least with respect to Rothaj Foster, was 15:44

15 followed? 15:44

16 A Yes. 15:44

17 Q It appears they investigated, they got witness 15:44

18 statements and then made a decision that Mr. Foster 15:44

19 should not be there because he was engaging in 15:44

20 threatening conduct; right? 15:44

21 A Correct. 15:44

22 Q And the correct response to threatening 15:44

23 conduct is to remove that individual from the factory; 15:44

24 right? 15:44

25 A Correct. 15:44

1 Q And then you -- Ed says that he -- I guess Ed 15:45  
2 at this point was just keeping you informed of what they 15:45  
3 had been doing. That's what at least it appears; is 15:45  
4 that right? 15:45  
5 A Yes, especially given the times. 15:45  
6 Q Okay. Do you know who Monica DeLeon is? 15:45  
7 A Doesn't ring a bell offhand. 15:45  
8 Q Someone from Citistaff? Does that -- 15:45  
9 A Is that another one that went through 15:45  
10 nextSource? 15:45  
11 Q Yeah. 15:45  
12 A Okay. I would have thought all those people 15:45  
13 were nextSource probably if they -- 15:45  
14 Q Well, you just saved yourself -- 15:45  
15 A -- didn't disclose it. 15:45  
16 Q You just saved yourself three minutes of 15:45  
17 questions. 15:45  
18 A Fantastic. 15:45  
19 Q Okay. 15:45  
20 I'm going to show you what's been previously 15:46  
21 marked as Exhibit 42. Exhibit 42 for the record is a 15:46  
22 one-page document Bates-stamped Tesla 510. 15:46  
23 You understand when I am reading out -- when I 15:46  
24 say "Tesla 510," that means it's a document produced by 15:46  
25 Tesla; right? 15:46



1 Q Yeah. 15:49

2 A Back to this one, 510. 15:49

3 Q Back to 42? Yeah. 15:49

4 A Given the timing of it -- 15:49

5 Q Yeah. 15:49

6 A -- it may not have gone to me. 15:49

7 Q Okay. 15:49

8 A I'm fairly certain that's right around a time 15:49

9 that I was out. 15:49

10 Q August of 2015? 15:49

11 A The July, August time frame. 15:49

12 Q Yeah. 15:49

13 Okay. Who would it have gone to then if it 15:49

14 didn't go to you? 15:49

15 A Whoever I reported to at that time decided was 15:49

16 covering my teams. 15:49

17 Q Okay. But you would expect someone in HR to 15:49

18 have been copied by Mr. Quintero on a racist comment; 15:49

19 right? 15:49

20 A I believe so, and -- yes. Unless they came 15:49

21 back and said they couldn't substantiate it and it was 15:49

22 all nextSource. 15:49

23 Q Okay. But if an allegation of racist -- of a 15:49

24 racial term, particularly if it's the n-word, is 15:50

25 confirmed, that's the kind of information that 15:50

1 STATE OF CALIFORNIA )

2 ) ss.

3 COUNTY OF LOS ANGELES )

4

5 I, LAURA J. MELLINI, Certified Shorthand

6 Reporter, Certificate No. 8181, for the State of

7 California, hereby certify:

8 I am the deposition officer that

9 stenographically recorded the testimony in the foregoing  
10 deposition;

11 Prior to being examined the deponent was first  
12 duly sworn by me;

13 The foregoing transcript is a true record of  
14 the testimony given;

15 Before completion of the deposition, review of  
16 the transcript [ X ] was [ ] was not requested. If  
17 requested, any changes made by the deponent (and  
18 provided to the reporter) during the period allowed are  
19 appended hereto.

20

21 Dated\_\_\_\_\_.

22

23

24

\_\_\_\_\_  
LAURA J. MELLINI

25

CSR NO. 8181, RPR, CCRR

# Exhibit

# 10



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
--oOo--

DEMETRIC DI-AZ, OWEN DIAZ, )  
AND LAMAR PATTERSON, )

Plaintiffs, )

vs. )

TESLA, INC., dba TESLA )  
MOTORS, INC.; CITISTAFF )  
SOLUTIONS, INC.; WEST )  
VALLEY STAFFING GROUP; )  
CHARTWELL STAFFING )  
SERVICES, INC.; and DOES )  
1-50, inclusive, )

Defendants. )

Case No.  
3:17-cv-06748-WHO

VIDEO DEPOSITION OF VERONICA MARTINEZ  
TUESDAY, OCTOBER 15, 2019

STENOGRAPHICALLY REPORTED BY:

KIMBERLY E. D'URSO, RPR, CSR NO. 11372

Job No. 13937

VERONICA MARTINEZ

October 15, 2019

1 APPEARANCES:

2

3 FOR THE PLAINTIFFS:

4 CALIFORNIA CIVIL RIGHTS LAW GROUP  
LAWRENCE A. ORGAN, ESQ.  
5 332 San Anselmo Avenue  
San Anselmo, CA 94960  
6 415.453.4740

7 FOR THE DEFENDANT TESLA:

8 SHEPPARD MULLIN, LLP  
BY: PATRICIA M. JENG, ESQ.  
9 Four Embarcadero Center, 17th Floor  
San Francisco, CA 94111  
10 415.434.9100

11 FOR THE DEFENDANT NEXT SOURCE:

12 FISHER PHILLIPS, LLP  
BY: JUAN C. ARANEDA, ESQ.  
13 One Embarcadero Center, Suite 2050  
San Francisco, CA 94111  
14 415.490.9012

15 FOR THE DEFENDANT CITISTAFF:

16 LAFAYETTE & KUMAGAI, LLP  
BY: SUSAN T. KUMAGAI, ESQ.  
17 1300 Clay Street, Suite 810  
Oakland, CA 94612  
18 415.357.4600

19 FOR THE DEFENDANT CHARTWELL STAFFING:

20 GORDON & REES  
BY: SARAH Y. OH, ESQ.  
21 3 Parkcenter Drive, Suite 200  
Sacramento, CA 95825  
22 916.830.6528

23 --oOo--

24

25

VERONICA MARTINEZ  
October 15, 2019

1 areas do you cover now?

2 **A. Eight.**

3 Q. So that was a promotion; right?

4 **A. Correct.**

02:07:45 5 Q. Okay. Congratulations.

6 **A. Thank you.**

7 Q. What was -- how long have you worked for

8 Chartwell?

9 **A. Since 2015.**

02:07:53 10 Q. 2015?

11 **A. Correct.**

12 Q. And do you remember what month you started in

13 2015?

14 **A. March.**

02:07:59 15 Q. What was your first job for Chartwell Staffing

16 in March of 2015?

17 **A. Branch manager.**

18 Q. How long were you a branch manager for

19 Chartwell?

02:08:13 20 **A. Can't remember, but for a while.**

21 Q. Okay. So through the end of 2015?

22 **A. I can't remember if it was 2015 or 2016.**

23 Q. Okay. You nervous?

24 **A. No.**

02:08:28 25 Q. Okay. It's okay to be nervous. I'm always

VERONICA MARTINEZ

October 15, 2019

1 nervous before these things too.

2 When -- when did you change your position from  
3 branch manager to something else? When did that change  
4 happen?

02:08:43 5 **A. To area vice-president. I can't remember if it**  
6 **was 2015 or 2016.**

7 Q. Okay. But you think sometime maybe in 2016 or  
8 '15 you changed -- your job changed from branch manager  
9 to area vice-president; is that correct?

02:08:58 10 **A. If I -- I can't remember if it -- between that**  
11 **time frame, though.**

12 Q. Okay. Tell me, what were your job duties as  
13 the branch manager for Chartwell?

14 **A. I managed the branch, the staff.**

02:09:22 15 Q. And when you say you managed the branch and the  
16 staff, what -- what do you mean by that?

17 **A. Worked with clients, employees.**

18 Q. So the clients are the companies that Chartwell  
19 works with, in terms of staffing for them?

02:09:44 20 **A. Correct.**

21 Q. And the employees are the people who work for  
22 Chartwell, either as a contractor for someone else or as  
23 an employee for Chartwell?

24 **A. Correct.**

02:09:55 25 Q. Do you differentiate between an employee who

VERONICA MARTINEZ

October 15, 2019

1           **A.     420.**

2           Q.     Okay. And do you have an estimate for what the  
3           number of field employees who were working out of the  
4           Hayward branch of Chartwell in 2015 or '16 was when you  
02:21:36 5           were the branch manager?

6           **A.     No.**

7           Q.     Do you know whether the number of employees --  
8           field employees who were working at the Chartwell branch  
9           in Hayward in 2015 or '16 was higher or lower than the  
02:21:50 10          420?

11          **A.     I -- I don't have that number in front of me.**

12          Q.     Okay. Are you a member of any kind of human  
13          resources organizations like the Society for Human  
14          Resource Managers or anything like that?

02:22:06 15          **A.     No.**

16          Q.     Have you ever had any training on what steps an  
17          employer is supposed to take when investigating a claim  
18          of discrimination or harassment?

19          **A.     We took the -- the sexual harassment**  
02:22:26 20          **discrimination, two-hour course.**

21          Q.     And what is the sex harassment two-hour course?  
22          What -- when did you take that?

23          **A.     Recently. This year.**

24          Q.     And then prior to taking the two-hour course --  
02:22:44 25          that -- was that just about sex harassment?

VERONICA MARTINEZ  
October 15, 2019

1           **A. It's discrimination and harassment, sexual**  
2           **harassment.**

3           Q. Okay. Prior to taking the two-hour course on  
4           discrimination and harassment this year, have you ever  
02:22:59 5           taken a course on harassment or discrimination  
6           previously?

7           **A. Yes.**

8           Q. And when did you take the course previously?

9           **A. When we were -- when I was with CRS.**

02:23:10 10          Q. Okay. So when you were with CRS Staffing, you  
11          took a -- a course on discrimination and harassment  
12          then; is that right?

13          **A. Yes.**

14          Q. But when you came on board to work for  
02:23:30 15          Chartwell, you did not take any kind of new course when  
16          you started at least; correct?

17          **A. There was another course that we took.**

18          Q. What was the course that you took when you  
19          started working at Chartwell?

02:23:41 20          **A. It was the same course.**

21          Q. Okay. So that would have been in 2015; is that  
22          right?

23          **A. Yes.**

24          Q. And does this discrimination and harassment  
02:23:54 25          course, is it an online course?

VERONICA MARTINEZ

October 15, 2019

1 STATE OF CALIFORNIA )  
 ) ss:  
2 COUNTY OF ALAMEDA )  
3

4

I, KIMBERLY E. D'URSO, do hereby certify:

5

That the witness named in the foregoing

6

deposition was present and duly sworn to testify to the

7

truth in the within-entitled action on the day and date

8

and at the time and place therein specified;

9

That the testimony of said witness was reported

10

by me in shorthand and was thereafter transcribed through

11

computer-aided transcription;

12

That the foregoing constitutes a full, true and

13

correct transcript of said deposition and of the

14

proceedings which took place;

15

Further, that if the foregoing pertains to the

16

original transcript of a deposition in a federal case,

17

before completion of the proceedings, review of the

18

transcript [ ] was [ ] was not requested.

19

That I am a disinterested person to the said

20

action;

21

IN WITNESS WHEREOF, I have hereunder subscribed

22

my hand this 30th day of October, 2019.

23

24

\_\_\_\_\_  
KIMBERLY D'URSO

25

RPR, CSR NO. 11372, STATE OF CALIFORNIA

# Exhibit

# 11



1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
A Limited Liability Partnership  
2 Including Professional Corporations  
TRACEY A. KENNEDY, Cal. Bar No. 150782  
3 333 South Hope Street, 43rd Floor  
Los Angeles, California 90071-1422  
4 Telephone: 213-620-1780  
Facsimile: 213-620-1398  
5 Email: tkennedy@sheppardmullin.com

6 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
A Limited Liability Partnership  
7 Including Professional Corporations  
PATRICIA M. JENG, Cal. Bar No. 272262  
8 REANNE SWAFFORD-HARRIS, Cal. Bar No. 305558  
Four Embarcadero Center, 17<sup>th</sup> Floor  
9 San Francisco, California 94111-4109  
Telephone: 415.434.9100  
10 Facsimile: 415.434.3947  
Email: pjeng@sheppardmullin.com  
11 rswafford-harris@sheppardmullin.com

12 Attorneys for Defendant,  
13 TESLA, INC. DBA TESLA MOTORS, INC.

14  
15 **UNITED STATES DISTRICT COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**  
17

18 DEMETRIC DI-AZ, OWEN DIAZ AND  
19 LAMAR PATTERSON

20 Plaintiffs,

21 v.

22 TESLA, INC. DBA TESLA MOTORS,  
INC., CITISTAFF SOLUTIONS, INC.;  
23 WEST VALLEY STAFFING GROUP;  
CHARTWELL STAFFING SERVICES,  
24 INC.; NEXTSOURCE, INC.; and DOES  
1-10, inclusive

25 Defendants.

Case No. 17-cv-06748-WHO

**DEFENDANT TESLA, INC. DBA TESLA  
MOTORS, INC.'S RESPONSE TO PLAINTIFF  
OWEN DIAZ'S REQUESTS FOR  
PRODUCTION OF DOCUMENTS, SET FIVE**

Amended Complaint Filed: December 26, 2018  
Trial Date: November 18, 2019

1 PROPOUNDING PARTY: Plaintiff OWEN DIAZ  
 2 RESPONDING PARTY: Defendant TESLA, INC. DBA TESLA MOTORS, INC.  
 3 SET NO.: FIVE

4 Pursuant to Federal Rule of Civil Procedure 34, Defendant Tesla, Inc. dba Tesla Motors,  
 5 Inc. ("Defendant") hereby objects and responds to Plaintiff Owen Diaz's ("Plaintiff") Requests for  
 6 Production of Documents, Set Five as set forth below.

### 7 PRELIMINARY STATEMENT

8 These Responses are made solely for purposes of this dispute. Each Response is subject to  
 9 all objections as to relevance, materiality and admissibility, and any and all other objections and  
 10 grounds which would require the exclusion of any statements contained herein, if such statements  
 11 were made by a witness present and testifying at court. All said objections and grounds are  
 12 expressly reserved and may be interposed at the time of trial.

13 The Responses set forth herein are based solely on the investigation and discovery  
 14 conducted in this dispute to date. Defendant's discovery and investigation are ongoing and  
 15 continuing. Without incurring an obligation to do so, Defendant fully reserves the right to  
 16 supplement, amend, or modify its Responses to these Requests for Production as its discovery and  
 17 investigation continue.

### 18 GENERAL OBJECTIONS

19 Defendant makes the following General Objections to each Request for Production, each  
 20 of which is incorporated by this reference into each individual Response as if set forth there in full,  
 21 and accordingly these General Objections will not be repeated in full therein. These General  
 22 Objections apply to the entirety of the Requests for Production. The assertion of same, similar, or  
 23 additional objections to an individual Request for Production does not waive any of Defendant's  
 24 General Objections as set forth below. Likewise, insofar as a General Objection is not enumerated  
 25 in a Response, it shall not be deemed waived.

26 1. Defendant generally objects to the Requests for Production to the extent they seek  
 27 the discovery of information covered by the attorney-client privilege, the attorney work-product  
 28 doctrine, or any other applicable privilege. Defendant provides its Responses on the condition that

1 an inadvertent production of documents covered by such privileges or doctrines does not waive  
2 any of its rights to assert such privileges or doctrines and that it may withdraw from production  
3 any such document inadvertently produced as soon as identified. To the extent any Request seeks  
4 information protected by the attorney-client privilege and/or attorney work-product doctrine,  
5 Defendant declines to produce such Responses, including, without limitation:

6 a. All information or documents that constitute correspondence or other  
7 communications between counsel for Defendant or its respective agents or employees, on the one  
8 hand, and Defendant or its respective agents or employees, on the other hand; and

9 b. All documents prepared for use in this dispute, including notes, memoranda,  
10 draft pleadings and correspondence prepared by, at the direction of, or for review of counsel for  
11 Defendant.

12 2. Defendant generally objects to the Requests for Production to the extent they  
13 require Defendant to produce information within the exclusive possession, custody, or control of  
14 third parties.

15 3. Defendant generally objects to the Requests for Production to the extent they  
16 require Defendant to produce information, public or otherwise, that is equally available to  
17 Plaintiff, and may decline to produce any such information or documents.

18 4. Defendant generally objects to Plaintiff's Requests for Production and to each  
19 Request therein to the extent that the Requests for Production seek discovery of information, the  
20 release of which would be a violation of any individual's right of privacy under any constitutional,  
21 statutory or common law right of privacy of any person.

22 5. Defendant generally objects to the Requests for Production to the extent they are  
23 vague and ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to  
24 the discovery of admissible evidence. Defendant reserves any and all objections as to relevance  
25 and materiality. Defendant's responses are not intended to waive or prejudice any objections  
26 Defendant may have or may assert later.

27 6. Defendant objects to each Request to the extent it seeks information relating to  
28 events that fall outside the relevant period.

7. Each of the above General Objections shall be deemed to apply to Defendant's Requests for Production set forth below, notwithstanding the fact that Defendant has supplied responses and specific objections to the propounded Requests.

Subject to the foregoing General Objections, which are incorporated into each specific Response below and expressly subject thereto, Defendant responds to Plaintiff's Demand for Production of Documents, Set One, as follows:

**RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS**

**REQUEST FOR PRODUCTION NO. 79:**

Please produce ANY DOCUMENTS or COMMUNICATIONS sent, created, or received by Joyce DelaGrande which RELATE to PLAINTIFF. (For the purposes of responding to this request, the term "COMMUNICATIONS" encompasses, but is not limited to, notes, letters, emails, text messages, social media posts (including, though not limited to, posts on Instagram, Facebook, LINE, or Twitter), social media direct messages (including, though not limited to, messages sent via Instagram, Facebook, LINE, or Twitter), and messages sent via a messaging application (including, though not limited to, Snapchat, LINE, WhatsApp, WeChat, or Slack).)

**RESPONSE TO REQUEST FOR PRODUCTION NO. 79:**

Defendant objects to this request on the grounds that it is overbroad, ambiguous, vague and uncertain with regard to the phrase "ANY DOCUMENTS or COMMUNICATIONS sent, created, or received by Joyce DelaGrande which RELATE to PLAINTIFF." Defendant further objects to this request on the grounds that it is burdensome, oppressive, and harassing to the extent that it seeks information and documents not relevant to any party's claims or defenses nor proportional to the needs of this case, especially given that it requests any documents "which RELATE to PLAINTIFF." Defendant further objects to this request to the extent that it seeks documents and information pertaining to employees or former employees of Defendant and thereby seeks to invade privacy rights established by the California Constitution. Defendant further objects to this request to the extent that it seeks documents protected from disclosure by the attorney-client privilege and the attorney work product doctrine. Defendant further objects to this request on the grounds that it is burdensome and harassing in that it is overbroad and vague and ambiguous as to

1 time.

2 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
3 Defendant will produce responsive documents in its possession, custody and control, if any.  
4 Discovery is ongoing. Defendant reserves the right to supplement this response as necessary.

5 **REQUEST FOR PRODUCTION NO. 80:**

6 Please produce ANY DOCUMENTS or COMMUNICATIONS sent, created, or received  
7 by Tamotsu Kawasaki which RELATE to PLAINTIFF. (For the purposes of responding to this  
8 request, the term “COMMUNICATIONS” encompasses, but is not limited to, notes, letters,  
9 emails, text messages, social media posts (including, though not limited to, posts on Instagram,  
10 Facebook, LINE, or Twitter), social media direct messages (including, though not limited to,  
11 messages sent via Instagram, Facebook, LINE, or Twitter), and messages sent via a messaging  
12 application (including, though not limited to, Snapchat, LINE, WhatsApp, WeChat, or Slack).)

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 80:**

14 Defendant objects to this request on the grounds that it is overbroad, ambiguous, vague and  
15 uncertain with regard to the phrase “ANY DOCUMENTS or COMMUNICATIONS sent, created,  
16 or received by Tamotsu Kawasaki which RELATE to PLAINTIFF.” Defendant further objects to  
17 this request on the grounds that it is burdensome, oppressive, and harassing to the extent that it  
18 seeks information and documents not relevant to any party’s claims or defenses nor proportional  
19 to the needs of this case, especially given that it requests any documents “which RELATE to  
20 PLAINTIFF.” Defendant further objects to this request to the extent that it seeks documents and  
21 information pertaining to employees or former employees of Defendant and thereby seeks to  
22 invade privacy rights established by the California Constitution. Defendant further objects to this  
23 request to the extent that it seeks documents protected from disclosure by the attorney-client  
24 privilege and the attorney work product doctrine. Defendant further objects to this request on the  
25 grounds that it is burdensome and harassing in that it is overbroad and vague and ambiguous as to  
26 time.

27

28

1 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
 2 Defendant will produce responsive documents in its possession, custody and control, if any.  
 3 Discovery is ongoing. Defendant reserves the right to supplement this response as necessary.

4 **REQUEST FOR PRODUCTION NO. 81:**

5 Please produce ANY DOCUMENTS or COMMUNICATIONS sent, created, or received  
 6 by Robert Hidalgo which RELATE to PLAINTIFF. (For the purposes of responding to this  
 7 request, the term “COMMUNICATIONS” encompasses, but is not limited to, notes, letters,  
 8 emails, text messages, social media posts (including, though not limited to, posts on Instagram,  
 9 Facebook, LINE, or Twitter), social media direct messages (including, though not limited to,  
 10 messages sent via Instagram, Facebook, LINE, or Twitter), and messages sent via a messaging  
 11 application (including, though not limited to, Snapchat, LINE, WhatsApp, WeChat, or Slack).)

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 81:**

13 Defendant objects to this request on the grounds that it is overbroad, ambiguous, vague and  
 14 uncertain with regard to the phrase “ANY DOCUMENTS or COMMUNICATIONS sent, created,  
 15 or received by Robert Hidalgo which RELATE to PLAINTIFF.” Defendant further objects to this  
 16 request on the grounds that it is burdensome, oppressive, and harassing to the extent that it seeks  
 17 information and documents not relevant to any party’s claims or defenses nor proportional to the  
 18 needs of this case, especially given that it requests any documents “which RELATE to  
 19 PLAINTIFF.” Defendant further objects to this request to the extent that it seeks documents and  
 20 information pertaining to employees or former employees of Defendant and thereby seeks to  
 21 invade privacy rights established by the California Constitution. Defendant further objects to this  
 22 request to the extent that it seeks documents protected from disclosure by the attorney-client  
 23 privilege and the attorney work product doctrine. Defendant further objects to this request on the  
 24 grounds that it is burdensome and harassing in that it is overbroad and vague and ambiguous as to  
 25 time.

26 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
 27 After a diligent search and reasonable inquiry, Defendant does not have any responsive documents  
 28



1 in its possession, custody and control. Discovery is ongoing. Defendant reserves the right to  
2 supplement this response as necessary.

3 **REQUEST FOR PRODUCTION NO. 82:**

4 Please produce ANY of YOUR organizational charts created between 2014 and the  
5 present.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 82:**

7 Defendant objects to this request on the grounds that it is vague and ambiguous as to the  
8 term(s) and/or phrase(s) “organizational charts,” and “created.” Defendant further objects that this  
9 request is not reasonably limited to time and/or scope, and thus overbroad, unduly burdensome,  
10 oppressive, and harassing. Defendant further objects that this request is overbroad and unduly  
11 burdensome, particularly because it calls for all documents of Tesla, Inc., and its representatives,  
12 including specifically its attorneys, as well as any owner, officer, director, shareholder, manager,  
13 employee, managing agent, agent, or “any individual or entity acting with actual or apparent  
14 authority of Tesla, Inc.” Defendant further objects to the extent this request seeks documents that  
15 are not relevant to the parties’ claims or defenses and are not proportional to the needs of the case,  
16 considering the importance of the issues at stake in the action, the amount in controversy,  
17 Defendant’s relative access to relevant information, the resources, importance of the discovery in  
18 resolving the issues, and the burden or expense of the proposed discovery outweighs its likely  
19 benefit. Defendant further objects that this request seeks confidential information related to  
20 business operations and/or private information. Defendant further objects to the extent this  
21 request expressly seeks documents protected from disclosure by the attorney-client privilege  
22 and/or work product doctrine. Defendant further objects that this request is too vague and  
23 ambiguous to permit Defendant to conduct a reasonable search for responsive documents, as the  
24 request fails to adequately describe with reasonable particularity the item or category of  
25 documents requested as required by Federal Rules of Civil Procedure section 34(b)(1)(A).

26 **REQUEST FOR PRODUCTION NO. 83:**

27 Please produce ANY and ALL documents that RELATE to PLAINTIFF’s completion of  
28 any training provided by or facilitated by YOU.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 83:**

Defendant objects to this request on the grounds that it is vague and ambiguous as to the term(s) and/or phrase(s) “ALL DOCUMENTS that RELATE to,” “completion,” “any training,” “provided by,” and “facilitated by YOU.” Defendant further objects that this request is not reasonably limited to time and/or scope, and thus overbroad, unduly burdensome, oppressive, and harassing. Defendant further objects that this request is overbroad and unduly burdensome, particularly because it calls for all documents of Tesla, Inc., and its representatives, including specifically its attorneys, as well as any owner, officer, director, shareholder, manager, employee, managing agent, agent, or “any individual or entity acting with actual or apparent authority of Tesla, Inc.” Defendant further objects to the extent this request seeks documents that are not relevant to the parties’ claims or defenses and are not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, Defendant’s relative access to relevant information, the resources, importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighs its likely benefit. Defendant further objects that this request seeks confidential information related to business operations and/or private information. Defendant further objects to the extent this request expressly seeks documents protected from disclosure by the attorney-client privilege and/or work product doctrine. Defendant further objects that this request is too vague and ambiguous to permit Defendant to conduct a reasonable search for responsive documents, as the request fails to adequately describe with reasonable particularity the item or category of documents requested as required by Federal Rules of Civil Procedure section 34(b)(1)(A).

Subject to and without waiving the foregoing objections, Defendant responds as follows: Defendant will produce responsive documents in its possession, custody and control, if any. Discovery is ongoing. Defendant reserves the right to supplement this response as necessary.

**REQUEST FOR PRODUCTION NO. 84:**

Please produce ANY and ALL DOCUMENTS reflecting policy acknowledgment forms signed by PLAINTIFF.



**RESPONSE TO REQUEST FOR PRODUCTION NO. 84:**

Defendant objects to this request on the grounds that it is vague and ambiguous as to the term(s) and/or phrase(s) “ALL DOCUMENTS reflecting” and “policy acknowledgment forms.” Defendant further objects that this request is not reasonably limited to time and/or scope, and thus overbroad, unduly burdensome, oppressive, and harassing. Defendant further objects to the extent this request seeks documents that are not relevant to the parties’ claims or defenses and are not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, Defendant’s relative access to relevant information, the resources, importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighs its likely benefit. Defendant further objects that this request seeks confidential information related to business operations and/or private information. Defendant further objects to the extent this request expressly seeks documents protected from disclosure by the attorney-client privilege and/or work product doctrine. Defendant further objects that this request is too vague and ambiguous to permit Defendant to conduct a reasonable search for responsive documents, as the request fails to adequately describe with reasonable particularity the item or category of documents requested as required by Federal Rules of Civil Procedure section 34(b)(1)(A).

Subject to and without waiving the foregoing objections, Defendant responds as follows: Defendant will produce responsive documents in its possession, custody and control, if any. Discovery is ongoing. Defendant reserves the right to supplement this response as necessary.

**REQUEST FOR PRODUCTION NO. 85:**

Please produce ANY and ALL DOCUMENTS created, sent or received by Josh Hedges RELATED to PLAINTIFF.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 85:**

Defendant objects to this request on the grounds that it is overbroad, ambiguous, vague and uncertain with regard to the phrase “ALL DOCUMENTS created, sent or received by Josh Hedges RELATED to PLAINTIFF.” Defendant further objects to this request on the grounds that it is burdensome, oppressive, and harassing to the extent that it seeks information and documents not

1 relevant to any party's claims or defenses nor proportional to the needs of this case, especially  
2 given that it requests any documents "RELATED to PLAINTIFF." Defendant further objects to  
3 this request to the extent that it seeks documents and information pertaining to employees or  
4 former employees of Defendant and thereby seeks to invade privacy rights established by the  
5 California Constitution. Defendant further objects to this request to the extent that it seeks  
6 documents protected from disclosure by the attorney-client privilege and the attorney work  
7 product doctrine. Defendant further objects to this request on the grounds that it is burdensome  
8 and harassing in that it is overbroad and vague and ambiguous as to time.

9 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
10 Defendant will produce responsive documents in its possession, custody and control, if any.  
11 Discovery is ongoing. Defendant reserves the right to supplement this response as necessary.

12 **REQUEST FOR PRODUCTION NO. 86:**

13 Any DOCUMENTS in Workday that RELATE to PLAINTIFF.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 86:**

15 Defendant objects to this request on the grounds that it is vague and ambiguous as to the  
16 term(s) and/or phrase(s) "DOCUMENTS in Workday," and "RELATE to PLAINTIFF."  
17 Defendant further objects that this request is not reasonably limited to time and/or scope, and thus  
18 overbroad, unduly burdensome, oppressive, and harassing. Defendant further objects that this  
19 request is overbroad and unduly burdensome, particularly because it calls for any documents from  
20 an entire cloud based on-demand financial management and human capital management software  
21 vendor. Defendant further objects to the extent this request seeks documents that are not relevant  
22 to the parties' claims or defenses and are not proportional to the needs of the case, considering the  
23 importance of the issues at stake in the action, the amount in controversy, Defendant's relative  
24 access to relevant information, the resources, importance of the discovery in resolving the issues,  
25 and the burden or expense of the proposed discovery outweighs its likely benefit. Defendant  
26 further objects that this request seeks confidential information related to business operations  
27 and/or private information. Defendant further objects to the extent this request expressly seeks  
28 documents protected from disclosure by the attorney-client privilege and/or work product doctrine.

1 Defendant further objects that this request is too vague and ambiguous to permit Defendant to  
 2 conduct a reasonable search for responsive documents, as the request fails to adequately describe  
 3 with reasonable particularity the item or category of documents requested as required by Federal  
 4 Rules of Civil Procedure section 34(b)(1)(A).

5 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
 6 Defendant will produce Plaintiff Owen Diaz's Workday profile. Discovery is ongoing. Defendant  
 7 reserves the right to supplement this response as necessary.

8 **REQUEST FOR PRODUCTION NO. 87:**

9 Please provide any and all DOCUMENTS RELATING TO internal complaints made by  
 10 Nigel Jones related to race harassment, discrimination and/or the use of the N-word at Tesla.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 87:**

12 Defendant objects to this request on the grounds that it is vague and ambiguous as to the  
 13 term(s) and/or phrase(s): "internal complaints," "related to," "race harassment," "discrimination,"  
 14 and "the use of the N-word at Tesla." Defendant further objects that this request is not limited in  
 15 time or scope, and thus is overbroad, unduly burdensome, oppressive, and harassing. Defendant  
 16 further objects to the extent this request seeks information that is not relevant to the claims or  
 17 defenses and/or proportional to the needs of the case, considering the importance of the issues at  
 18 stake in the action, the amount in controversy, the parties' relative access to relevant information,  
 19 the parties' resources, the importance of the discovery in resolving the issues, and whether the  
 20 burden or expense of the proposed discovery outweighs its likely benefit. Defendant further  
 21 objects that this request seeks confidential information related to business operations and/or  
 22 private information. Defendant further objects to the extent this request seeks information  
 23 protected by the attorney-client privilege or the attorney work product doctrine. Defendant further  
 24 objects to the extent this request violates third party privacy rights and confidentiality of third-  
 25 party non-litigants to an extent incommensurate with Plaintiff's discovery needs. Defendant  
 26 further objects that this request as phrased is argumentative and requires the adoption of an  
 27 assumption which is improper. Defendant further objects that this request is too vague and  
 28 ambiguous to permit Defendant to conduct a reasonable search for responsive documents, as the

request fails to adequately describe with reasonable particularity the item or category of documents requested as required by Federal Rules of Civil Procedure section 34(b)(1)(A).

**REQUEST FOR PRODUCTION NO. 88:**

Please provide any and all DOCUMENTS RELATING TO internal complaints made by Melvin Berry related to race harassment, discrimination and/or the use of the N-word at Tesla.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 88:**

Defendant objects to this request on the grounds that it is vague and ambiguous as to the term(s) and/or phrase(s): “internal complaints,” “related to,” “race harassment,” “discrimination,” and “the use of the N-word at Tesla.” Defendant further objects that this request is not limited in time or scope, and thus is overbroad, unduly burdensome, oppressive, and harassing. Defendant further objects to the extent this request seeks information that is not relevant to the claims or defenses and/or proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Defendant further objects that this request seeks confidential information related to business operations and/or private information. Defendant further objects to the extent this request seeks information protected by the attorney-client privilege or the attorney work product doctrine. Defendant further objects to the extent this request seeks information equally available to Plaintiff and thus overly burdensome. Defendant further objects to the extent this request violates third party privacy rights and confidentiality of third-party non-litigants to an extent incommensurate with Plaintiff’s discovery needs. Defendant further objects that this request as phrased is argumentative and requires the adoption of an assumption which is improper. Defendant further objects that this request is too vague and ambiguous to permit Defendant to conduct a reasonable search for responsive documents, as the request fails to adequately describe with reasonable particularity the item or category of documents requested as required by Federal Rules of Civil Procedure section 34(b)(1)(A).

**REQUEST FOR PRODUCTION NO. 89:**

Please provide any and all DOCUMENTS RELATING TO internal complaints made by Nathan Fraim related to race harassment, discrimination and/or the use of the N-word at Tesla.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 89:**

Defendant objects to this request on the grounds that it is vague and ambiguous as to the term(s) and/or phrase(s): “internal complaints,” “related to,” “race harassment,” “discrimination,” and “the use of the N-word at Tesla.” Defendant further objects that this request is not limited in time or scope, and thus is overbroad, unduly burdensome, oppressive, and harassing. Defendant further objects to the extent this request seeks information that is not relevant to the claims or defenses and/or proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Defendant further objects that this request seeks confidential information related to business operations and/or private information. Defendant further objects to the extent this request seeks information protected by the attorney-client privilege or the attorney work product doctrine. Defendant further objects to the extent this request violates third party privacy rights and confidentiality of third-party non-litigants to an extent incommensurate with Plaintiff’s discovery needs. Defendant further objects that this request as phrased is argumentative and requires the adoption of an assumption which is improper. Defendant further objects that this request is too vague and ambiguous to permit Defendant to conduct a reasonable search for responsive documents, as the request fails to adequately describe with reasonable particularity the item or category of documents requested as required by Federal Rules of Civil Procedure section 34(b)(1)(A).

**REQUEST FOR PRODUCTION NO. 90:**

Please provide any and all DOCUMENTS RELATING TO internal complaints made by Dewitt Lambert related to race harassment, discrimination and/or the use of the N-word at Tesla.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 90:**

Defendant objects to this request on the grounds that it is vague and ambiguous as to the term(s) and/or phrase(s): “internal complaints,” “related to,” “race harassment,” “discrimination,” and “the use of the N-word at Tesla.” Defendant further objects that this request is not limited in time or scope, and thus is overbroad, unduly burdensome, oppressive, and harassing. Defendant further objects to the extent this request seeks information that is not relevant to the claims or defenses and/or proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Defendant further objects that this request seeks confidential information related to business operations and/or private information. Defendant further objects to the extent this request seeks information protected by the attorney-client privilege or the attorney work product doctrine. Defendant further objects to the extent this request seeks information equally available to Plaintiff and thus overly burdensome. Defendant further objects to the extent this request violates third party privacy rights and confidentiality of third-party non-litigants to an extent incommensurate with Plaintiff’s discovery needs particularly since DeWitt Lambert, who is not a party to this case, is represented by Plaintiff’s counsel in a separate matter. Defendant further objects that this request as phrased is argumentative and requires the adoption of an assumption which is improper. Defendant further objects that this request is too vague and ambiguous to permit Defendant to conduct a reasonable search for responsive documents, as the request fails to adequately describe with reasonable particularity the item or category of documents requested as required by Federal Rules of Civil Procedure section 34(b)(1)(A).

**REQUEST FOR PRODUCTION NO. 91:**

Please provide any and all DOCUMENTS RELATING TO internal complaints made by Tori Johnson related to race harassment, discrimination and/or the use of the N-word at Tesla.



**RESPONSE TO REQUEST FOR PRODUCTION NO. 91:**

Defendant objects to this request on the grounds that it is vague and ambiguous as to the term(s) and/or phrase(s): “internal complaints,” “related to,” “race harassment,” “discrimination,” and “the use of the N-word at Tesla.” Defendant further objects that this request is not limited in time or scope, and thus is overbroad, unduly burdensome, oppressive, and harassing. Defendant further objects to the extent this request seeks information that is not relevant to the claims or defenses and/or proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Defendant further objects that this request seeks confidential information related to business operations and/or private information. Defendant further objects to the extent this request seeks information protected by the attorney-client privilege or the attorney work product doctrine. Defendant further objects to the extent this request violates third party privacy rights and confidentiality of third-party non-litigants to an extent incommensurate with Plaintiff’s discovery needs. Defendant further objects that this request as phrased is argumentative and requires the adoption of an assumption which is improper. Defendant further objects that this request is too vague and ambiguous to permit Defendant to conduct a reasonable search for responsive documents, as the request fails to adequately describe with reasonable particularity the item or category of documents requested as required by Federal Rules of Civil Procedure section 34(b)(1)(A).

**REQUEST FOR PRODUCTION NO. 92:**

Please provide any and all DOCUMENTS RELATING TO internal complaints made by Titus McCaleb related to race harassment, discrimination and/or the use of the N-word at Tesla.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 92:**

Defendant objects to this request on the grounds that it is vague and ambiguous as to the term(s) and/or phrase(s): “internal complaints,” “related to,” “race harassment,” “discrimination,” and “the use of the N-word at Tesla.” Defendant further objects that this request is not limited in time or scope, and thus is overbroad, unduly burdensome, oppressive, and harassing. Defendant

1 further objects to the extent this request seeks information that is not relevant to the claims or  
 2 defenses and/or proportional to the needs of the case, considering the importance of the issues at  
 3 stake in the action, the amount in controversy, the parties' relative access to relevant information,  
 4 the parties' resources, the importance of the discovery in resolving the issues, and whether the  
 5 burden or expense of the proposed discovery outweighs its likely benefit. Defendant further  
 6 objects that this request seeks confidential information related to business operations and/or  
 7 private information. Defendant further objects to the extent this request seeks information  
 8 protected by the attorney-client privilege or the attorney work product doctrine. Defendant further  
 9 objects to the extent this request violates third party privacy rights and confidentiality of third-  
 10 party non-litigants to an extent incommensurate with Plaintiff's discovery needs. Defendant  
 11 further objects that this request as phrased is argumentative and requires the adoption of an  
 12 assumption which is improper. Defendant further objects that this request is too vague and  
 13 ambiguous to permit Defendant to conduct a reasonable search for responsive documents, as the  
 14 request fails to adequately describe with reasonable particularity the item or category of  
 15 documents requested as required by Federal Rules of Civil Procedure section 34(b)(1)(A).

16 **REQUEST FOR PRODUCTION NO. 93:**

17 Please provide any and all DOCUMENTS RELATING TO internal complaints made by  
 18 Jakel Williams related to race harassment, discrimination and/or the use of the N-word at Tesla.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 93:**

20 Defendant objects to this request on the grounds that it is vague and ambiguous as to the  
 21 term(s) and/or phrase(s): "internal complaints," "related to," "race harassment," "discrimination,"  
 22 and "the use of the N-word at Tesla." Defendant further objects that this request is not limited in  
 23 time or scope, and thus is overbroad, unduly burdensome, oppressive, and harassing. Defendant  
 24 further objects to the extent this request seeks information that is not relevant to the claims or  
 25 defenses and/or proportional to the needs of the case, considering the importance of the issues at  
 26 stake in the action, the amount in controversy, the parties' relative access to relevant information,  
 27 the parties' resources, the importance of the discovery in resolving the issues, and whether the  
 28 burden or expense of the proposed discovery outweighs its likely benefit. Defendant further



1 objects that this request seeks confidential information related to business operations and/or  
 2 private information. Defendant further objects to the extent this request seeks information  
 3 protected by the attorney-client privilege or the attorney work product doctrine. Defendant further  
 4 objects to the extent this request seeks information equally available to Plaintiff and thus overly  
 5 burdensome. Defendant further objects to the extent this request violates third party privacy rights  
 6 and confidentiality of third-party non-litigants to an extent incommensurate with Plaintiff's  
 7 discovery needs. Defendant further objects that this request as phrased is argumentative and  
 8 requires the adoption of an assumption which is improper. Defendant further objects that this  
 9 request is too vague and ambiguous to permit Defendant to conduct a reasonable search for  
 10 responsive documents, as the request fails to adequately describe with reasonable particularity the  
 11 item or category of documents requested as required by Federal Rules of Civil Procedure section  
 12 34(b)(1)(A).

13 **REQUEST FOR PRODUCTION NO. 94:**

14 Please provide any and all DOCUMENTS RELATING TO any discipline imposed on  
 15 Judy Timbreza for any inappropriate workplace conduct, including but not limited to, the use of  
 16 racial slurs and/or physical violence.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 94:**

18 Defendant objects to this request on the grounds that it is vague and ambiguous as to the  
 19 term(s) and/or phrase(s): "any discipline imposed," "on," and "inappropriate workplace conduct."  
 20 Defendant further objects that this request is not limited in time or scope, and thus is overbroad,  
 21 unduly burdensome, oppressive, and harassing. Defendant further objects that this request as  
 22 phrased is argumentative and requires the adoption of an assumption which is improper.  
 23 Defendant further objects to the extent this request seeks information protected by the attorney-  
 24 client privilege or the attorney work product doctrine. Defendant further objects to the extent this  
 25 request seeks information equally available to Plaintiff and overly burdensome, as Judy Timbreza  
 26 was never a Tesla employee, but an employee of Chartwell. Defendant further objects to the  
 27 extent this request violates third party privacy rights and confidentiality of third-party non-litigants  
 28 to an extent incommensurate with Plaintiff's discovery needs. Defendant further objects to the

1 extent this Request is duplicative and/or substantially similar to Plaintiff's Request for Production  
2 of Documents, Set Three, No. 66.

3 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
4 After a diligent search and reasonable inquiry, no additional documents were found that have not  
5 already been produced. Discovery is ongoing. Defendant reserves the right to supplement this  
6 response as necessary.

7 **REQUEST FOR PRODUCTION NO. 95:**

8 Please provide any and all DOCUMENTS RELATING TO Brandi To's investigation of  
9 Titus McCaleb's complaints of harassment, physical threats and/or retaliation.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 95:**

11 Defendant objects to this request on the grounds that it is vague and ambiguous as to the  
12 term(s) and/or phrase(s): "all DOCUMENTS RELATING TO," "investigation," "complaints of  
13 harassment," "and "physical threats and/or retaliation." Defendant further objects that this request  
14 is not limited in time or scope, and thus is overbroad, unduly burdensome, oppressive, and  
15 harassing. Defendant further objects to the extent this request seeks information that is not  
16 relevant to the claims or defenses and/or proportional to the needs of the case, considering the  
17 importance of the issues at stake in the action, the amount in controversy, the parties' relative  
18 access to relevant information, the parties' resources, the importance of the discovery in resolving  
19 the issues, and whether the burden or expense of the proposed discovery outweighs its likely  
20 benefit. Defendant further objects that this request seeks confidential information related to  
21 business operations and/or private information. Defendant further objects to the extent this  
22 request seeks information protected by the attorney-client privilege or the attorney work product  
23 doctrine. Defendant further objects to the extent this request violates third party privacy rights and  
24 confidentiality of third-party non-litigants to an extent incommensurate with Plaintiff's discovery  
25 needs. Defendant further objects that this request as phrased is argumentative and requires the  
26 adoption of an assumption which is improper. Defendant further objects that this request is too  
27 vague and ambiguous to permit Defendant to conduct a reasonable search for responsive  
28 documents, as the request fails to adequately describe with reasonable particularity the item or

1 category of documents requested as required by Federal Rules of Civil Procedure section  
2 34(b)(1)(A).

3 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
4 After a diligent search and reasonable inquiry, Defendant does not have any responsive documents  
5 in its possession, custody and control. Discovery is ongoing. Defendant reserves the right to  
6 supplement this response as necessary.

7 **REQUEST FOR PRODUCTION NO. 96:**

8 Please provide any and all CORRESPONDENCE exchanged between Agnes Lewis and  
9 Brandi To relating to Titus McCaleb.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 96:**

11 Defendant objects to this request on the grounds that it is vague and ambiguous as to the  
12 term(s) and/or phrase(s): “all CORRESPONDENCE,” “exchanged between,” “and “relating to.”  
13 Defendant further objects that this request is not limited in time or scope, and thus is overbroad,  
14 unduly burdensome, oppressive, and harassing. Defendant further objects to the extent this  
15 request seeks information that is not relevant to the claims or defenses and/or proportional to the  
16 needs of the case, considering the importance of the issues at stake in the action, the amount in  
17 controversy, the parties’ relative access to relevant information, the parties’ resources, the  
18 importance of the discovery in resolving the issues, and whether the burden or expense of the  
19 proposed discovery outweighs its likely benefit. Defendant further objects that this request seeks  
20 confidential information related to business operations and/or private information. Defendant  
21 further objects to the extent this request seeks information protected by the attorney-client  
22 privilege or the attorney work product doctrine. Defendant further objects to the extent this  
23 request violates third party privacy rights and confidentiality of third-party non-litigants to an  
24 extent incommensurate with Plaintiff’s discovery needs. Defendant further objects that this  
25 request as phrased is argumentative and requires the adoption of an assumption which is improper.  
26 Defendant further objects that this request is too vague and ambiguous to permit Defendant to  
27 conduct a reasonable search for responsive documents, as the request fails to adequately describe  
28

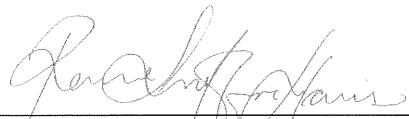
1 with reasonable particularity the item or category of documents requested as required by Federal  
2 Rules of Civil Procedure section 34(b)(1)(A).

3 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
4 Defendant will produce responsive documents in its possession, custody and control, if any.  
5 Discovery is ongoing. Defendant reserves the right to supplement this response as necessary.  
6

7 Dated: May 24, 2019

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

8  
9 By: \_\_\_\_\_

  
TRACEY A. KENNEDY  
PATRICIA M. JENG  
REANNE SWAFFORD-HARRIS

10  
11  
12 Attorneys for Defendant  
TESLA, INC. dba TESLA MOTORS, INC.  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

*Demetric Di-Az, et al. v. Tesla, Inc., et al.*  
 USDC, Northern District of California, Case No. 3:17-cv-06748-WHO

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of San Francisco, State of California. My business address is Four Embarcadero Center, 17th Floor, San Francisco, CA 94111-4109.

On May 24, 2019, I served true copies of the following document(s) described as:

**DEFENDANT TESLA, INC. DBA TESLA MOTORS, INC.'S RESPONSE TO PLAINTIFF  
 OWEN DIAZ'S REQUESTS FOR PRODUCTION OF DOCUMENTS, SET FIVE**

on the interested parties in this action as follows:

**SEE SERVICE LIST**

☒ **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred.

☐ **BY FAX TRANSMISSION:** I faxed a copy of the document(s) to the persons at the fax numbers listed in the Service List. The telephone number of the sending facsimile machine was 415.434.3947. The transmission was reported as complete and without error. No error was reported by the fax machine that I used. A transmission report was properly issued by the sending fax machine.

☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address [eruiz@sheppardmullin.com](mailto:eruiz@sheppardmullin.com) to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ **BY OVERNIGHT DELIVERY:** I enclosed said document(s) in an envelope or package provided by the overnight service carrier and addressed to the persons at the addresses listed in the Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents.

☐ **BY PERSONAL SERVICE:** I personally delivered the document(s) to the person at the addresses listed in the Service List. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.



1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct.

3 Executed on May 24, 2019, at San Francisco, California.  
4

5   
6

7 Elena E. Ruiz  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SERVICE LIST**

Lawrence A. Organ, Esq. Attorneys for Plaintiffs  
Navruz Avloni, Esq. DEMETRIC DI-AZ and OWEN DIAZ  
**CALIFORNIA CIVIL RIGHTS LAW GROUP**  
332 San Anselmo Avenue  
San Anselmo, CA 94960  
Telephone: 415-453-4740  
Facsimile: 415-785-7352  
Email: larry@civilrightsca.com  
navruz@civilrightsca.com

Gary T. Lafayette, Esq. Attorneys for Defendant  
Cheryl A. Stevens, Esq. CITISTAFF SOLUTIONS, INC.  
**LAFAYETTE & KUMAGAI**  
1300 Clay Street, Suite 810  
Oakland, CA 94612  
Telephone: 415-357-4600  
Email: glafayette@lkclaw.com  
cstevens@lkclaw.com

Jason A. Geller, Esq. Attorneys for Defendant  
Juan C. Araneda, Esq. NEXTSOURCE, INC.  
Aaron D. Langberg, Esq.  
**FISHER & PHILLIPS LLP**  
One Embarcadero Center, Suite 2050  
San Francisco, CA 94111  
Telephone: 415-490-9000  
Facsimile: 415-490-9001  
Email: jgeller@fisherphillips.com  
jaraneda@fisherphillips.com  
alangberg@fisherphillips.com

Fenn C. Horton III, Esq. Attorneys for Defendant  
Helene Simvoulakis-Panos, Esq. WEST VALLEY STAFFING GROUP  
**PAHL & MCCAY**  
225 West Santa Clara Street, Suite 1500  
San Jose, CA 95113  
Telephone: 408-286-5110  
Facsimile: 408-286-5722  
Email: fhorton@pahl-mccay.com  
hsimvoulakis@pahl-mccay.com

# Exhibit

# 12



JASON A. GELLER (CA SBN 168149)  
[jgeller@fisherphillips.com](mailto:jgeller@fisherphillips.com)  
JUAN C. ARANEDA (CA SBN 213041)  
[jaraneda@fisherphillips.com](mailto:jaraneda@fisherphillips.com)  
VINCENT J. ADAMS (CA SBN 249696)  
[vadams@fisherphillips.com](mailto:vadams@fisherphillips.com)  
FISHER & PHILLIPS LLP  
One Embarcadero Center, Suite 2050  
San Francisco, California 94111  
Telephone: (415) 490-9000  
Facsimile: (415) 490-9001

Attorneys for Defendant  
nextSource, Inc.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO COURTHOUSE

DEMETRIC DI-AZ, OWEN DIAZ and  
LAMAR PATTERSON,

Plaintiffs,

vs.

TESLA, INC. DBA TESLA MOTORS, INC.;  
CITISTAFF SOLUTIONS, INC.; WEST  
VALLEY STAFFING GROUP;  
CHARTWELL STAFFING SERVICES,  
INC.; NEXTSOURCE, INC.,

Defendants.

Case No. 3:17-cv-06748-WHO  
*[Removed from Alameda Superior Court,  
Case No. RG17878854]*

**DEFENDANT NEXTSOURCE, INC.'S  
RESPONSE TO PLAINTIFF OWEN  
DIAZ'S REQUEST FOR PRODUCTION  
OF DOCUMENTS – SET ONE**

PROPOUNDING PARTY: PLAINTIFF, OWEN DIAZ

RESPONDING PARTY: DEFENDANT, NEXTSOURCE, INC.

SET NUMBER: ONE

Pursuant to Rule 34 of Federal Rules of Civil Procedure, Defendant NEXTSOURCE, INC. ("Defendant") responds to Plaintiff OWEN DIAZ's Request for Production of Documents (Set No. One) (the "Request") as follows:

**PRELIMINARY STATEMENT**

1. The responses/objections herein are made solely for the purpose of this action. Defendant reserves all objections or other questions as to the competency, relevance, materiality, privilege or admissibility as evidence in any subsequent proceeding or trial of this or any other action for any purpose whatsoever of its responses herein and any document or thing identified or provided in response to the Request.

2. Defendant's response is governed by Rule 34 of Federal Rules of Civil Procedure and other applicable law, and not by the instructions, definitions or other prefatory remarks stated in the Request.

3. The responses below are based upon information presently available to Defendant and upon documents known to be in its possession, custody or control. No incidental or implied admissions are intended. The fact that Defendant has responded to all or any part of any individual request or any subpart thereof should not be taken as an admission that Defendant accepts or admits the existence of any fact or facts set forth or assumed by such request or that such responses constitute admissible evidence. The fact that Defendant has responded to all or part of any individual request or subpart thereof is not intended to be and shall not be construed to be a waiver by Defendant of all or any part of any objection which is made to any individual request or subpart thereof.

Subject to the foregoing, Defendant hereby responds to specific Requests as follows:

**RESPONSE TO REQUEST FOR PRODUCTION**

**REQUEST FOR PRODUCTION NO. 1**

Please produce PLAINTIFF's personnel file.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 1**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase "personnel file." Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case. Defendant objects to this request on the grounds that Plaintiff was not

an employee of Defendant, and this request is therefore inapplicable to Defendant.

## **REQUEST FOR PRODUCTION NO. 2**

Please produce all DOCUMENTS, including COMMUNICATIONS, which RELATE TO, reflect, refer, or discuss Plaintiff's job performance during his employment at the TESLA FACTORY (in responding to this request, the term "COMMUNICATIONS" shall include, but is not limited to, e-mails, text messages, chat logs, messages sent via mobile phone application [including, though not limited to, Line, WhatsApp, or Signal], or messages and posts sent via social media sites [including, though not limited to, Facebook, Twitter, Instagram, or Snapchat].)

## **RESPONSE TO REQUEST FOR PRODUCTION NO. 2**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase "Plaintiff's job performance during his employment at the TESLA FACTORY." Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents that "RELATE TO, reflect, refer or discuss Plaintiff's job performance." Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

Subject to and without waiving objections, Defendant responds: Subject to and without waiving its objections, Defendant responds: Defendant will produce responsive documents in its possession, custody and control, if any, to the extent they can be located. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.

**REQUEST FOR PRODUCTION NO. 3**

Please produce all DOCUMENTS RELATING TO PLAINTIFF's job duties and responsibilities for each position held by PLAINTIFF at TESLA.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 3**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase "job duties and responsibilities for each position held by PLAINTIFF at TESLA." Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents that "RELATING TO PLAINTIFF'S job duties and responsibilities." Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

**REQUEST FOR PRODUCTION NO. 4**

Please produce all DOCUMENTS RELATING TO all complaint(s) made by PLAINTIFF that he was called "Nigga" and/or "Nigger."

**RESPONSE TO REQUEST FOR PRODUCTION NO. 4**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase "all complaint(s) made by PLAINTIFF that he was called 'Nigga' and/or 'Nigger.'" Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case,

1 especially given that this request seeks the production of all documents “RELATING TO” other  
 2 documents. Defendant objects to this request to the extent it seeks the production of electronically  
 3 stored information (including, but not limited to emails, texts and meta-data) as burdensome,  
 4 costly and oppressive in the context of and in proportion to the claims in this action. Defendant  
 5 also objects to this request to the extent that it seeks documents protected by the attorney-client  
 6 privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of  
 7 similar effect. Defendant objects to this request to the extent it seeks the production of documents  
 8 that are equally available to Plaintiff. Defendant objects to this request on the grounds that  
 9 Plaintiff was not an employee of Defendant and this request is therefore inapplicable to  
 10 Defendant.

11 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
 12 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
 13 in Defendant’s possession, custody or control are responsive to this request. Discovery is  
 14 continuing, and Defendant reserves its right to supplement its response to this request.

#### 15 **REQUEST FOR PRODUCTION NO. 5**

16 Please produce all DOCUMENTS RELATING TO any investigation conducted by YOU  
 17 regarding Plaintiff’s complaint(s) or allegation(s) that he was called “Nigga” and/or “Nigger.”

#### 18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5**

19 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 20 vague and ambiguous, including, but not limited to, its use of the phrase “investigation conducted  
 21 by YOU regarding Plaintiff’s complaint(s) or allegations(s) that he was called ‘Nigga’ and/or  
 22 ‘Nigger.’” Defendant further objects to this request as burdensome, oppressive and harassing to  
 23 the extent that it seeks documents not relevant to any party’s claims or defenses or that are not  
 24 proportional to the needs of this case, especially given that this request seeks the production of  
 25 all documents “RELATING TO” other documents. Defendant objects to this request on the  
 26 grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request  
 27 to the extent it seeks the production of electronically stored information (including, but not  
 28 limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of

1 and in proportion to the claims in this action. Defendant also objects to this request to the extent  
 2 that it seeks documents protected by the attorney-client privilege, the attorney work product  
 3 doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to  
 4 this request to the extent it calls for documents that are protected from disclosure by third party  
 5 privacy rights under the Federal and California constitutions and applicable statutes. Defendant  
 6 objects to this request to the extent it seeks the production of documents that are equally available  
 7 to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee  
 8 of Defendant and this request is therefore inapplicable to Defendant.

9 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
 10 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
 11 in Defendant's possession, custody or control are responsive to this request. Discovery is  
 12 continuing, and Defendant reserves its right to supplement its response to this request.

#### 13 **REQUEST FOR PRODUCTION NO. 6**

14 Please produce any and all statements from employees who were interviewed regarding  
 15 PLAINTIFF's complaint(s) or allegation(s) that he was called "Nigga" and/or "Nigger."

#### 16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6**

17 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 18 vague and ambiguous, including, but not limited to, its use of the term "statements" and the  
 19 phrase "any and all statements from employees who were interviewed by YOU regarding  
 20 PLAINTIFF's complaint(s) or allegations(s) that he was called 'Nigga' and/or 'Nigger.'" Defendant further objects to this request as burdensome, oppressive and harassing to the extent  
 21 that it seeks documents not relevant to any party's claims or defenses or that are not proportional  
 22 to the needs of this case. Defendant objects to this request on the grounds that it is overbroad,  
 23 vague and ambiguous as to time. Defendant also objects to this request to the extent that it seeks  
 24 documents protected by the attorney-client privilege, the attorney work product doctrine and/or  
 25 other privileges, protections, or doctrines of similar effect. Defendant objects to this request to  
 26 the extent it calls for documents that are protected from disclosure by third party privacy rights  
 27 under the Federal and California constitutions and applicable statutes. Defendant objects to this  
 28

1 request on the grounds that Plaintiff was not an employee of Defendant and this request is  
2 therefore inapplicable to Defendant.

3 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
4 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
5 in Defendant's possession, custody or control are responsive to this request. Discovery is  
6 continuing, and Defendant reserves its right to supplement its response to this request.

7 **REQUEST FOR PRODUCTION NO. 7**

8 Please produce the investigator's notes that were created in response to PLAINTIFF's  
9 complaint(s) or allegation(s) that he was called "Nigga" and/or "Nigger."

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7**

11 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
12 vague and ambiguous, including, but not limited to, its use of the phrase "the investigator's notes  
13 that were created in response to PLAINTIFF's complaint(s) or allegations(s) that he was called  
14 'Nigga' and/or 'Nigger.'" Defendant further objects to this request as burdensome, oppressive  
15 and harassing to the extent that it seeks documents not relevant to any party's claims or defenses  
16 or that are not proportional to the needs of this case. Defendant objects to this request on the  
17 grounds that it is overbroad, vague and ambiguous as to time. Defendant also objects to this  
18 request to the extent that it seeks documents protected by the attorney-client privilege, the  
19 attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect.  
20 Defendant objects to this request to the extent it calls for documents that are protected from  
21 disclosure by third party privacy rights under the Federal and California constitutions and  
22 applicable statutes. Defendant objects to this request on the grounds that Plaintiff was not an  
23 employee of Defendant and this request is therefore inapplicable to Defendant.

24 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
25 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
26 in Defendant's possession, custody or control are responsive to this request. Discovery is  
27 continuing, and Defendant reserves its right to supplement its response to this request.

28 ///



**REQUEST FOR PRODUCTION NO. 8**

Please produce all DOCUMENTS RELATING TO all complaint(s) made by PLAINTIFF regarding “racially offensive remarks”, including (though not limited to) the “racially offensive remarks” discussed at the previously produced document Bates- stamped TESLA-0000511.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 8**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase “complaint(s) made by PLAINTIFF regarding ‘racially offensive remarks’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents “RELATING TO” other documents. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

Subject to and without waiving its objections, Defendant responds: Despite a diligent search and reasonable inquiry Defendant, cannot comply with this request because no documents in Defendant’s possession, custody or control are responsive to this request. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.



**REQUEST FOR PRODUCTION NO. 9**

Please produce all DOCUMENTS RELATING TO any investigation conducted by YOU regarding Plaintiff's complaint(s) or allegation(s) regarding "racially offensive remarks", including (though not limited to) the "racially offensive remarks" discussed at the previously produced document Bates – stamped TESLA-0000511.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 9**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase "investigation conducted by YOU regarding Plaintiff's complaint(s) or allegation(s) regarding 'racially offensive remarks'." Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents "RELATING TO" other documents. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

Subject to and without waiving its objections, Defendant responds: Despite a diligent search and reasonable inquiry Defendant, cannot comply with this request because no documents in Defendant's possession, custody or control are responsive to this request. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.

**REQUEST FOR PRODUCTION NO. 10**

Please produce any and all statements from employees who were interviewed regarding PLAINTIFF's complaint(s) or allegation(s) regarding "racially offensive remarks", including (though not limited to) the "racially offensive remarks" discussed at the previously produced document Bates- stamped TESLA-0000511.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 10**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the term "statements" and the phrase "PLAINTIFF's complaint(s) or allegation(s) regarding 'racially offensive remarks'." Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it seeks documents that are private, confidential, business sensitive and/or protected as a trade secret. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

Subject to and without waiving its objections, Defendant responds: Despite a diligent search and reasonable inquiry Defendant, cannot comply with this request because no documents in Defendant's possession, custody or control are responsive to this request. Discovery is

continuing, and Defendant reserves its right to supplement its response to this request.

**REQUEST FOR PRODUCTION NO. 11**

Please produce the investigator's notes that were created in response to PLAINTIFF's complaint(s) or allegation(s) regarding "racially offensive remarks", including (though not limited to) the "racially offensive remarks" discussed at the previously produced document Bates- stamped TESLA-0000511.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 11**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase "the investigator's notes that were created in response to PLAINTIFF's complaint(s) or allegation(s) regarding 'racially offensive remarks'." Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

Subject to and without waiving its objections, Defendant responds: Despite a diligent search and reasonable inquiry Defendant, cannot comply with this request because no documents in Defendant's possession, custody or control are responsive to this request. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.

**REQUEST FOR PRODUCTION NO. 12**

Please produce all DOCUMENTS RELATING TO all complaint(s) made by PLAINTIFF that he was called a “jiggaboo”.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 12**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase “complaint(s) made by PLAINTIFF that he was called a ‘jiggaboo’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents “RELATING TO” other documents. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

Subject to and without waiving its objections, Defendant responds: Despite a diligent search and reasonable inquiry Defendant, cannot comply with this request because no documents in Defendant’s possession, custody or control are responsive to this request. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.

**REQUEST FOR PRODUCTION NO. 13**

Please produce all DOCUMENTS RELATING TO any investigation conducted by YOU

1 regarding Plaintiff's complaint(s) or allegation(s) that he was called a "jiggaboo".

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13**

3 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 4 vague and ambiguous, including, but not limited to, its use of the phrase "investigation conducted  
 5 by YOU regarding Plaintiff's complaint(s) or allegation(s) that he was called a 'jiggaboo'."  
 6 Defendant further objects to this request as burdensome, oppressive and harassing to the extent  
 7 that it seeks documents not relevant to any party's claims or defenses or that are not proportional  
 8 to the needs of this case, especially given that this request seeks the production of all documents  
 9 "RELATING TO" other documents. Defendant objects to this request on the grounds that it is  
 10 overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it  
 11 seeks the production of electronically stored information (including, but not limited to emails,  
 12 texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to  
 13 the claims in this action. Defendant also objects to this request to the extent that it seeks  
 14 documents protected by the attorney-client privilege, the attorney work product doctrine and/or  
 15 other privileges, protections, or doctrines of similar effect. Defendant objects to this request to  
 16 the extent it calls for documents that are protected from disclosure by third party privacy rights  
 17 under the Federal and California constitutions and applicable statutes. Defendant objects to this  
 18 request to the extent it seeks the production of documents that are equally available to Plaintiff.  
 19 Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant  
 20 and this request is therefore inapplicable to Defendant.

21 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
 22 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
 23 in Defendant's possession, custody or control are responsive to this request. Discovery is  
 24 continuing, and Defendant reserves its right to supplement its response to this request.

25 **REQUEST FOR PRODUCTION NO. 14**

26 Please produce any and all statements from employees who were interviewed regarding  
 27 PLAINTIFF's complaint(s) or allegation(s) that he was called a "jiggaboo".

28 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14**

1           Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 2           vague and ambiguous, including, but not limited to, its use of the term “statements” and the  
 3           phrase “PLAINTIFF’s complaint(s) or allegation(s) that he was called a ‘jiggaboo’.” Defendant  
 4           further objects to this request as burdensome, oppressive and harassing to the extent that it seeks  
 5           documents not relevant to any party’s claims or defenses or that are not proportional to the needs  
 6           of this case. Defendant objects to this request on the grounds that it is overbroad, vague and  
 7           ambiguous as to time. Defendant objects to this request to the extent it seeks the production of  
 8           electronically stored information (including, but not limited to emails, texts and meta-data) as  
 9           burdensome, costly and oppressive in the context of and in proportion to the claims in this action.  
 10          Defendant also objects to this request to the extent that it seeks documents protected by the  
 11          attorney-client privilege, the attorney work product doctrine and/or other privileges, protections,  
 12          or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents  
 13          that are protected from disclosure by third party privacy rights under the Federal and California  
 14          constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the  
 15          production of documents that are equally available to Plaintiff. Defendant objects to this request  
 16          on the grounds that Plaintiff was not an employee of Defendant and this request is therefore  
 17          inapplicable to Defendant.

18          Subject to and without waiving its objections, Defendant responds: Despite a diligent  
 19          search and reasonable inquiry Defendant, cannot comply with this request because no documents  
 20          in Defendant’s possession, custody or control are responsive to this request. Discovery is  
 21          continuing, and Defendant reserves its right to supplement its response to this request.

#### 22          **REQUEST FOR PRODUCTION NO. 15**

23          Please produce the investigator’s notes that were created in response to PLAINTIFF’s  
 24          complaint(s) or allegation(s) that he was called a “jiggaboo”.

#### 25          **RESPONSE TO REQUEST FOR PRODUCTION NO. 15**

26          Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 27          vague and ambiguous, including, but not limited to, its use of the phrase “the investigator’s notes  
 28          that were created in response to PLAINTIFF’s complaint(s) or allegation(s) that he was called a

‘jiggaboo’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents “RELATING TO” other documents. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

Subject to and without waiving its objections, Defendant responds: Despite a diligent search and reasonable inquiry Defendant, cannot comply with this request because no documents in Defendant’s possession, custody or control are responsive to this request. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.

#### **REQUEST FOR PRODUCTION NO. 16**

Please produce all DOCUMENTS RELATING TO all complaint(s) made by PLAINTIFF that he was called a “porch monkey”.

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 16**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase “complaint(s) made by PLAINTIFF that he was called a ‘porch monkey’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given



1 that this request seeks the production of all documents “RELATING TO” other documents.  
 2 Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to  
 3 time. Defendant objects to this request to the extent it seeks the production of electronically stored  
 4 information (including, but not limited to emails, texts and meta-data) as burdensome, costly and  
 5 oppressive in the context of and in proportion to the claims in this action. Defendant also objects  
 6 to this request to the extent that it seeks documents protected by the attorney-client privilege, the  
 7 attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect.  
 8 Defendant objects to this request to the extent it calls for documents that are protected from  
 9 disclosure by third party privacy rights under the Federal and California constitutions and  
 10 applicable statutes. Defendant objects to this request to the extent it seeks the production of  
 11 documents that are equally available to Plaintiff. Defendant objects to this request on the grounds  
 12 that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to  
 13 Defendant.

14 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
 15 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
 16 in Defendant’s possession, custody or control are responsive to this request. Discovery is  
 17 continuing, and Defendant reserves its right to supplement its response to this request.

#### 18 **REQUEST FOR PRODUCTION NO. 17**

19 Please produce all DOCUMENTS RELATING TO any investigation conducted by YOU  
 20 regarding Plaintiff’s complaint(s) or allegation(s) that he was called a “porch monkey”.

#### 21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17**

22 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 23 vague and ambiguous, including, but not limited to, its use of the phrase “investigation conducted  
 24 by YOU regarding Plaintiff’s complaint(s) or allegation(s) that he was called a ‘porch monkey’.”  
 25 Defendant further objects to this request as burdensome, oppressive and harassing to the extent  
 26 that it seeks documents not relevant to any party’s claims or defenses or that are not proportional  
 27 to the needs of this case, especially given that this request seeks the production of all documents  
 28 “RELATING TO” other documents. Defendant objects to this request on the grounds that it is



1 overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it  
2 seeks the production of electronically stored information (including, but not limited to emails,  
3 texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to  
4 the claims in this action. Defendant also objects to this request to the extent that it seeks  
5 documents protected by the attorney-client privilege, the attorney work product doctrine and/or  
6 other privileges, protections, or doctrines of similar effect. Defendant objects to this request to  
7 the extent it calls for documents that are protected from disclosure by third party privacy rights  
8 under the Federal and California constitutions and applicable statutes. Defendant objects to this  
9 request to the extent it seeks the production of documents that are equally available to Plaintiff.  
10 Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant  
11 and this request is therefore inapplicable to Defendant.

12 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
13 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
14 in Defendant's possession, custody or control are responsive to this request. Discovery is  
15 continuing, and Defendant reserves its right to supplement its response to this request.

16 **REQUEST FOR PRODUCTION NO. 18**

17 Please produce any and all statements from employees who were interviewed regarding  
18 PLAINTIFF's complaint(s) or allegation(s) that he was called a "porch monkey".

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18**

20 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
21 vague and ambiguous, including, but not limited to, its use of the term "statements" and the  
22 phrase "PLAINTIFF's complaint(s) or allegation(s) that he was called a 'porch monkey'."  
23 Defendant further objects to this request as burdensome, oppressive and harassing to the extent  
24 that it seeks documents not relevant to any party's claims or defenses or that are not proportional  
25 to the needs of this case. Defendant objects to this request on the grounds that it is overbroad,  
26 vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the  
27 production of electronically stored information (including, but not limited to emails, texts and  
28 meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims

1 in this action. Defendant also objects to this request to the extent that it seeks documents  
 2 protected by the attorney-client privilege, the attorney work product doctrine and/or other  
 3 privileges, protections, or doctrines of similar effect. Defendant objects to this request to the  
 4 extent it calls for documents that are protected from disclosure by third party privacy rights under  
 5 the Federal and California constitutions and applicable statutes. Defendant objects to this request  
 6 to the extent it seeks the production of documents that are equally available to Plaintiff.  
 7 Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant  
 8 and this request is therefore inapplicable to Defendant.

9 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
 10 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
 11 in Defendant's possession, custody or control are responsive to this request. Discovery is  
 12 continuing, and Defendant reserves its right to supplement its response to this request.

### 13 **REQUEST FOR PRODUCTION NO. 19**

14 Please produce the investigator's notes that were created in response to PLAINTIFF's  
 15 complaint(s) or allegation(s) that he was called a "porch monkey".

### 16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19**

17 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 18 vague and ambiguous, including, but not limited to, its use of the phrase "the investigator's notes  
 19 that were created in response to PLAINTIFF's complaint(s) or allegation(s) that he was called a  
 20 'porch monkey'." Defendant further objects to this request as burdensome, oppressive and  
 21 harassing to the extent that it seeks documents not relevant to any party's claims or defenses or  
 22 that are not proportional to the needs of this case. Defendant objects to this request on the grounds  
 23 that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the  
 24 extent it seeks the production of electronically stored information (including, but not limited to  
 25 emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in  
 26 proportion to the claims in this action. Defendant also objects to this request to the extent that it  
 27 seeks documents protected by the attorney-client privilege, the attorney work product doctrine  
 28 and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this

request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

Subject to and without waiving its objections, Defendant responds: Despite a diligent search and reasonable inquiry Defendant, cannot comply with this request because no documents in Defendant's possession, custody or control are responsive to this request. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.

#### **REQUEST FOR PRODUCTION NO. 20**

Please produce all DOCUMENTS RELATING TO all complaint(s) made by PLAINTIFF that he was called a "mayate".

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 20**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase "complaint(s) made by PLAINTIFF that he was called a 'mayate'." Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents "RELATING TO" other documents. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the production of

1 documents that are equally available to Plaintiff. Defendant objects to this request on the grounds  
2 that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to  
3 Defendant.

4 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
5 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
6 in Defendant's possession, custody or control are responsive to this request. Discovery is  
7 continuing, and Defendant reserves its right to supplement its response to this request.

8 **REQUEST FOR PRODUCTION NO. 21**

9 Please produce all DOCUMENTS RELATING TO any investigation conducted by YOU  
10 regarding Plaintiff's complaint(s) or allegation(s) that he was called a "mayate".

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21**

12 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
13 vague and ambiguous, including, but not limited to, its use of the phrase "investigation conducted  
14 by YOU regarding Plaintiff's complaint(s) or allegation(s) that he was called a 'mayate.'" Defendant further objects to this request as burdensome, oppressive and harassing to the extent  
15 that it seeks documents not relevant to any party's claims or defenses or that are not proportional  
16 to the needs of this case, especially given that this request seeks the production of all documents  
17 "RELATING TO" other documents. Defendant objects to this request on the grounds that it is  
18 overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it  
19 seeks the production of electronically stored information (including, but not limited to emails,  
20 texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to  
21 the claims in this action. Defendant also objects to this request to the extent that it seeks  
22 documents protected by the attorney-client privilege, the attorney work product doctrine and/or  
23 other privileges, protections, or doctrines of similar effect. Defendant objects to this request to  
24 the extent it calls for documents that are protected from disclosure by third party privacy rights  
25 under the Federal and California constitutions and applicable statutes. Defendant objects to this  
26 request to the extent it seeks the production of documents that are equally available to Plaintiff.  
27 Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant  
28

1 and this request is therefore inapplicable to Defendant.

2 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
3 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
4 in Defendant's possession, custody or control are responsive to this request. Discovery is  
5 continuing, and Defendant reserves its right to supplement its response to this request.

6 **REQUEST FOR PRODUCTION NO. 22**

7 Please produce any and all statements from employees who were interviewed regarding  
8 PLAINTIFF's complaint(s) or allegation(s) that he was called a "mayate".

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 22**

10 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
11 vague and ambiguous, including, but not limited to, its use of the term "statements" and the  
12 phrase "PLAINTIFF's complaint(s) or allegation(s) that he was called a 'mayate'." Defendant  
13 further objects to this request as burdensome, oppressive and harassing to the extent that it seeks  
14 documents not relevant to any party's claims or defenses or that are not proportional to the needs  
15 of this case. Defendant objects to this request on the grounds that it is overbroad, vague and  
16 ambiguous as to time. Defendant objects to this request to the extent it seeks the production of  
17 electronically stored information (including, but not limited to emails, texts and meta-data) as  
18 burdensome, costly and oppressive in the context of and in proportion to the claims in this action.  
19 Defendant also objects to this request to the extent that it seeks documents protected by the  
20 attorney-client privilege, the attorney work product doctrine and/or other privileges, protections,  
21 or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents  
22 that are protected from disclosure by third party privacy rights under the Federal and California  
23 constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the  
24 production of documents that are equally available to Plaintiff. Defendant objects to this request  
25 on the grounds that Plaintiff was not an employee of Defendant and this request is therefore  
26 inapplicable to Defendant.

27 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
28 search and reasonable inquiry Defendant, cannot comply with this request because no documents

1 in Defendant's possession, custody or control are responsive to this request. Discovery is  
 2 continuing, and Defendant reserves its right to supplement its response to this request.

3 **REQUEST FOR PRODUCTION NO. 23**

4 Please produce the investigator's notes that were created in response to PLAINTIFF's  
 5 complaint(s) or allegation(s) that he was called a "mayate".

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 23**

7 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 8 vague and ambiguous, including, but not limited to, its use of the phrase "the investigator's notes  
 9 that were created in response to PLAINTIFF's complaint(s) or allegation(s) that he was called a  
 10 'mayate'." Defendant further objects to this request as burdensome, oppressive and harassing to  
 11 the extent that it seeks documents not relevant to any party's claims or defenses or that are not  
 12 proportional to the needs of this case. Defendant objects to this request on the grounds that it is  
 13 overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it  
 14 seeks the production of electronically stored information (including, but not limited to emails,  
 15 texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to  
 16 the claims in this action. Defendant also objects to this request to the extent that it seeks  
 17 documents protected by the attorney-client privilege, the attorney work product doctrine and/or  
 18 other privileges, protections, or doctrines of similar effect. Defendant objects to this request to  
 19 the extent it calls for documents that are protected from disclosure by third party privacy rights  
 20 under the Federal and California constitutions and applicable statutes. Defendant objects to this  
 21 request to the extent it seeks the production of documents that are equally available to Plaintiff.  
 22 Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant  
 23 and this request is therefore inapplicable to Defendant.

24 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
 25 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
 26 in Defendant's possession, custody or control are responsive to this request. Discovery is  
 27 continuing, and Defendant reserves its right to supplement its response to this request.

28 ///

**REQUEST FOR PRODUCTION NO. 24**

Please produce all DOCUMENTS RELATING TO all complaint(s) made by PLAINTIFF that he was called a “mono”.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 24**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase “complaint(s) made by PLAINTIFF that he was called a ‘mono’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents “RELATING TO” other documents. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

Subject to and without waiving its objections, Defendant responds: Despite a diligent search and reasonable inquiry Defendant, cannot comply with this request because no documents in Defendant’s possession, custody or control are responsive to this request. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.

**REQUEST FOR PRODUCTION NO. 25**

Please produce all DOCUMENTS RELATING TO any investigation conducted by YOU



1 regarding Plaintiff's complaint(s) or allegation(s) that he was called a "mono".

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 25**

3 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 4 vague and ambiguous, including, but not limited to, its use of the phrase "investigation conducted  
 5 by YOU regarding Plaintiff's complaint(s) or allegation(s) that he was called a 'mono'."  
 6 Defendant further objects to this request as burdensome, oppressive and harassing to the extent  
 7 that it seeks documents not relevant to any party's claims or defenses or that are not proportional  
 8 to the needs of this case. Defendant objects to this request on the grounds that it is overbroad,  
 9 vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the  
 10 production of electronically stored information (including, but not limited to emails, texts and  
 11 meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims  
 12 in this action. Defendant also objects to this request to the extent that it seeks documents  
 13 protected by the attorney-client privilege, the attorney work product doctrine and/or other  
 14 privileges, protections, or doctrines of similar effect. Defendant objects to this request to the  
 15 extent it calls for documents that are protected from disclosure by third party privacy rights under  
 16 the Federal and California constitutions and applicable statutes. Defendant objects to this request  
 17 to the extent it seeks the production of documents that are equally available to Plaintiff.  
 18 Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant  
 19 and this request is therefore inapplicable to Defendant.

20 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
 21 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
 22 in Defendant's possession, custody or control are responsive to this request. Discovery is  
 23 continuing, and Defendant reserves its right to supplement its response to this request.

24 **REQUEST FOR PRODUCTION NO. 26**

25 Please produce any and all statements from employees who were interviewed regarding  
 26 PLAINTIFF's complaint(s) or allegation(s) that he was called a "mono".

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 26**

28 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,



1 vague and ambiguous, including, but not limited to, its use of the term “statements” and the  
2 phrase “PLAINTIFF’s complaint(s) or allegation(s) that he was called a ‘mono’.” Defendant  
3 further objects to this request as burdensome, oppressive and harassing to the extent that it seeks  
4 documents not relevant to any party’s claims or defenses or that are not proportional to the needs  
5 of this case. Defendant objects to this request on the grounds that it is overbroad, vague and  
6 ambiguous as to time. Defendant objects to this request to the extent it seeks the production of  
7 electronically stored information (including, but not limited to emails, texts and meta-data) as  
8 burdensome, costly and oppressive in the context of and in proportion to the claims in this action.  
9 Defendant also objects to this request to the extent that it seeks documents protected by the  
10 attorney-client privilege, the attorney work product doctrine and/or other privileges, protections,  
11 or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents  
12 that are protected from disclosure by third party privacy rights under the Federal and California  
13 constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the  
14 production of documents that are equally available to Plaintiff. Defendant objects to this request  
15 on the grounds that Plaintiff was not an employee of Defendant and this request is therefore  
16 inapplicable to Defendant.

17 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
18 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
19 in Defendant’s possession, custody or control are responsive to this request. Discovery is  
20 continuing, and Defendant reserves its right to supplement its response to this request.

21 **REQUEST FOR PRODUCTION NO. 27**

22 Please produce the investigator’s notes that were created in response to PLAINTIFF’s  
23 complaint(s) or allegation(s) that he was called a “mono”.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 27**

25 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
26 vague and ambiguous, including, but not limited to, its use of the phrase “the investigator’s notes  
27 that were created in response to PLAINTIFF’s complaint(s) or allegation(s) that he was called a  
28 ‘mono’.” Defendant further objects to this request as burdensome, oppressive and harassing to

the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

Subject to and without waiving its objections, Defendant responds: Despite a diligent search and reasonable inquiry Defendant, cannot comply with this request because no documents in Defendant's possession, custody or control are responsive to this request. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.

#### **REQUEST FOR PRODUCTION NO. 28**

Please produce all DOCUMENTS RELATING TO PLAINTIFF's complaints about Judy Timbreza.

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 28**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase "PLAINTIFF's complaints about Judy Timbreza." Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents "RELATING TO" other documents. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant

1 objects to this request to the extent it seeks the production of electronically stored information  
 2 (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive  
 3 in the context of and in proportion to the claims in this action. Defendant also objects to this  
 4 request to the extent that it seeks documents protected by the attorney-client privilege, the  
 5 attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect.  
 6 Defendant objects to this request to the extent it calls for documents that are protected from  
 7 disclosure by third party privacy rights under the Federal and California constitutions and  
 8 applicable statutes. Defendant objects to this request to the extent it seeks the production of  
 9 documents that are equally available to Plaintiff. Defendant objects to this request on the grounds  
 10 that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to  
 11 Defendant.

12 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
 13 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
 14 in Defendant's possession, custody or control are responsive to this request. Discovery is  
 15 continuing, and Defendant reserves its right to supplement its response to this request.

16 **REQUEST FOR PRODUCTION NO. 29**

17 Please produce all DOCUMENTS RELATING TO any investigation conducted by YOU  
 18 regarding Plaintiff's complaints about Judy Timbreza.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 29**

20 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 21 vague and ambiguous, including, but not limited to, its use of the phrase "investigation conducted  
 22 by YOU regarding Plaintiff's complaints about Judy Timbreza." Defendant further objects to  
 23 this request as burdensome, oppressive and harassing to the extent that it seeks documents not  
 24 relevant to any party's claims or defenses or that are not proportional to the needs of this case,  
 25 especially given that this request seeks the production of all documents "RELATING TO" other  
 26 documents. Defendant objects to this request on the grounds that it is overbroad, vague and  
 27 ambiguous as to time. Defendant objects to this request to the extent it seeks the production of  
 28 electronically stored information (including, but not limited to emails, texts and meta-data) as

1 burdensome, costly and oppressive in the context of and in proportion to the claims in this action.  
2 Defendant also objects to this request to the extent that it seeks documents protected by the  
3 attorney-client privilege, the attorney work product doctrine and/or other privileges, protections,  
4 or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents  
5 that are protected from disclosure by third party privacy rights under the Federal and California  
6 constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the  
7 production of documents that are equally available to Plaintiff. Defendant objects to this request  
8 on the grounds that Plaintiff was not an employee of Defendant and this request is therefore  
9 inapplicable to Defendant.

10 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
11 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
12 in Defendant's possession, custody or control are responsive to this request. Discovery is  
13 continuing, and Defendant reserves its right to supplement its response to this request.

14 **REQUEST FOR PRODUCTION NO. 30**

15 Please produce any and all statements from employees who were interviewed regarding  
16 PLAINTIFF's complaints about Judy Timbreza.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 30**

18 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
19 vague and ambiguous, including, but not limited to, its use of the term "statements" and the  
20 phrase "PLAINTIFF's complaints about Judy Timbreza." Defendant further objects to this  
21 request as burdensome, oppressive and harassing to the extent that it seeks documents not  
22 relevant to any party's claims or defenses or that are not proportional to the needs of this case.  
23 Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to  
24 time. Defendant objects to this request to the extent it seeks the production of electronically stored  
25 information (including, but not limited to emails, texts and meta-data) as burdensome, costly and  
26 oppressive in the context of and in proportion to the claims in this action. Defendant also objects  
27 to this request to the extent that it seeks documents protected by the attorney-client privilege, the  
28 attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect.

1 Defendant objects to this request to the extent it calls for documents that are protected from  
 2 disclosure by third party privacy rights under the Federal and California constitutions and  
 3 applicable statutes. Defendant objects to this request to the extent it seeks the production of  
 4 documents that are equally available to Plaintiff. Defendant objects to this request on the grounds  
 5 that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to  
 6 Defendant.

7 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
 8 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
 9 in Defendant's possession, custody or control are responsive to this request. Discovery is  
 10 continuing, and Defendant reserves its right to supplement its response to this request.

#### 11 **REQUEST FOR PRODUCTION NO. 31**

12 Please produce all DOCUMENTS RELATING TO PLAINTIFF's complaints about  
 13 Ramon Martinez.

#### 14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 31**

15 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 16 vague and ambiguous, including, but not limited to, its use of the phrase "PLAINTIFF's  
 17 complaints about Ramon Martinez." Defendant further objects to this request as burdensome,  
 18 oppressive and harassing to the extent that it seeks documents not relevant to any party's claims  
 19 or defenses or that are not proportional to the needs of this case, especially given that this request  
 20 seeks the production of all documents "RELATING TO" other documents. Defendant objects to  
 21 this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant  
 22 objects to this request to the extent it seeks the production of electronically stored information  
 23 (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive  
 24 in the context of and in proportion to the claims in this action. Defendant also objects to this  
 25 request to the extent that it seeks documents protected by the attorney-client privilege, the  
 26 attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect.  
 27 Defendant objects to this request to the extent it calls for documents that are protected from  
 28 disclosure by third party privacy rights under the Federal and California constitutions and

1 applicable statutes. Defendant objects to this request to the extent it seeks the production of  
 2 documents that are equally available to Plaintiff. Defendant objects to this request on the grounds  
 3 that neither Plaintiff nor Ramon Martinez was an employee of Defendant and this request is  
 4 therefore inapplicable to Defendant.

5 Subject to and without waiving objections, Defendant responds: Subject to and without  
 6 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
 7 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
 8 and Defendant reserves its right to supplement its response to this request.

9 **REQUEST FOR PRODUCTION NO. 32**

10 Please produce all DOCUMENTS RELATING TO any investigation conducted by YOU  
 11 regarding Plaintiff's complaints about Ramon Martinez.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 32**

13 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 14 vague and ambiguous, including, but not limited to, its use of the phrase "investigation conducted  
 15 by YOU regarding Plaintiff's complaints about Ramon Martinez." Defendant further objects to  
 16 this request as burdensome, oppressive and harassing to the extent that it seeks documents not  
 17 relevant to any party's claims or defenses or that are not proportional to the needs of this case,  
 18 especially given that this request seeks the production of all documents "RELATING TO" other  
 19 documents. Defendant objects to this request on the grounds that it is overbroad, vague and  
 20 ambiguous as to time. Defendant objects to this request to the extent it seeks the production of  
 21 electronically stored information (including, but not limited to emails, texts and meta-data) as  
 22 burdensome, costly and oppressive in the context of and in proportion to the claims in this action.  
 23 Defendant also objects to this request to the extent that it seeks documents protected by the  
 24 attorney-client privilege, the attorney work product doctrine and/or other privileges, protections,  
 25 or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents  
 26 that are protected from disclosure by third party privacy rights under the Federal and California  
 27 constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the  
 28 production of documents that are equally available to Plaintiff. Defendant objects to this request

1 on the grounds that neither Plaintiff nor Ramon Martinez was an employee of Defendant and this  
2 request is therefore inapplicable to Defendant.

3 Subject to and without waiving objections, Defendant responds: Subject to and without  
4 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
5 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
6 and Defendant reserves its right to supplement its response to this request.

7 **REQUEST FOR PRODUCTION NO. 33**

8 Please produce any and all statements from employees who were interviewed regarding  
9 PLAINTIFF's complaints about Ramon Martinez.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 33**

11 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
12 vague and ambiguous, including, but not limited to, its use of the term "statements" and the  
13 phrase "PLAINTIFF's complaints about Ramon Martine." Defendant further objects to this  
14 request as burdensome, oppressive and harassing to the extent that it seeks documents not  
15 relevant to any party's claims or defenses or that are not proportional to the needs of this case.  
16 Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to  
17 time. Defendant objects to this request to the extent it seeks the production of electronically stored  
18 information (including, but not limited to emails, texts and meta-data) as burdensome, costly and  
19 oppressive in the context of and in proportion to the claims in this action. Defendant also objects  
20 to this request to the extent that it seeks documents protected by the attorney-client privilege, the  
21 attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect.  
22 Defendant objects to this request to the extent it calls for documents that are protected from  
23 disclosure by third party privacy rights under the Federal and California constitutions and  
24 applicable statutes. Defendant objects to this request to the extent it seeks the production of  
25 documents that are equally available to Plaintiff. Defendant objects to this request on the grounds  
26 that neither Plaintiff nor Ramon Martinez was an employee of Defendant and this request is  
27 therefore inapplicable to Defendant.

28 ///



1 Subject to and without waiving objections, Defendant responds: Subject to and without  
2 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
3 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
4 and Defendant reserves its right to supplement its response to this request.

5 **REQUEST FOR PRODUCTION NO. 34**

6 Please produce the investigator's notes that were created in response to PLAINTIFF's  
7 complaints about Ramon Martinez.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 34**

9 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
10 vague and ambiguous, including, but not limited to, its use of the phrase "the investigator's notes  
11 that were created in response to PLAINTIFF's complaints about Ramon Martinez." Defendant  
12 further objects to this request as burdensome, oppressive and harassing to the extent that it seeks  
13 documents not relevant to any party's claims or defenses or that are not proportional to the needs  
14 of this case. Defendant objects to this request on the grounds that it is overbroad, vague and  
15 ambiguous as to time. Defendant objects to this request to the extent it seeks the production of  
16 electronically stored information (including, but not limited to emails, texts and meta-data) as  
17 burdensome, costly and oppressive in the context of and in proportion to the claims in this action.  
18 Defendant also objects to this request to the extent that it seeks documents protected by the  
19 attorney-client privilege, the attorney work product doctrine and/or other privileges, protections,  
20 or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents  
21 that are protected from disclosure by third party privacy rights under the Federal and California  
22 constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the  
23 production of documents that are equally available to Plaintiff. Defendant objects to this request  
24 on the grounds that neither Plaintiff nor Ramon Martinez was an employee of Defendant and this  
25 request is therefore inapplicable to Defendant.

26 Subject to and without waiving objections, Defendant responds: Subject to and without  
27 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
28 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,



1 and Defendant reserves its right to supplement its response to this request.

2 **REQUEST FOR PRODUCTION NO. 35**

3 Please produce all DOCUMENTS RELATING TO PLAINTIFF's complaint about the  
4 racist effigy drawing at the TESLA FACTORY.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 35**

6 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
7 vague and ambiguous, including, but not limited to, its use of the phrase "PLAINTIFF's  
8 complaint about the racist effigy drawing." Defendant further objects to this request as  
9 burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any  
10 party's claims or defenses or that are not proportional to the needs of this case, especially given  
11 that this request seeks the production of all documents "RELATING TO" other documents.  
12 Defendant objects to this request to the extent it seeks the production of electronically stored  
13 information (including, but not limited to emails, texts and meta-data) as burdensome, costly and  
14 oppressive in the context of and in proportion to the claims in this action. Defendant also objects  
15 to this request to the extent that it seeks documents protected by the attorney-client privilege, the  
16 attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect.  
17 Defendant objects to this request to the extent it calls for documents that are protected from  
18 disclosure by third party privacy rights under the Federal and California constitutions and  
19 applicable statutes. Defendant objects to this request to the extent it seeks the production of  
20 documents that are equally available to Plaintiff. Defendant objects to this request on the grounds  
21 that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to  
22 Defendant.

23 Subject to and without waiving objections, Defendant responds: Subject to and without  
24 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
25 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
26 and Defendant reserves its right to supplement its response to this request.

27 **REQUEST FOR PRODUCTION NO. 36**

28 Please produce all DOCUMENTS RELATING TO any investigation conducted by YOU

1 regarding PLAINTIFF's complaint about the racist effigy drawing at the TESLA FACTORY.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 36**

3       Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
4 vague and ambiguous, including, but not limited to, its use of the phrase "investigation conducted  
5 by YOU regarding PLAINTIFF's complaint about the racist effigy drawing." Defendant further  
6 objects to this request as burdensome, oppressive and harassing to the extent that it seeks  
7 documents not relevant to any party's claims or defenses or that are not proportional to the needs  
8 of this case, especially given that this request seeks the production of all documents "RELATING  
9 TO" other documents. Defendant objects to this request to the extent it seeks the production of  
10 electronically stored information (including, but not limited to emails, texts and meta-data) as  
11 burdensome, costly and oppressive in the context of and in proportion to the claims in this action.  
12 Defendant also objects to this request to the extent that it seeks documents protected by the  
13 attorney-client privilege, the attorney work product doctrine and/or other privileges, protections,  
14 or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents  
15 that are protected from disclosure by third party privacy rights under the Federal and California  
16 constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the  
17 production of documents that are equally available to Plaintiff. Defendant objects to this request  
18 on the grounds that Plaintiff was not an employee of Defendant and this request is therefore  
19 inapplicable to Defendant.

20       Subject to and without waiving objections, Defendant responds: Subject to and without  
21 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
22 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
23 and Defendant reserves its right to supplement its response to this request.

24 **REQUEST FOR PRODUCTION NO. 37**

25       Please produce any and all statements from employees who were interviewed regarding  
26 PLAINTIFF's complaint about the racist effigy drawing at the TESLA FACTORY.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 37**

28       Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,

vague and ambiguous, including, but not limited to, its use of the term “statements” and the phrase “PLAINTIFF’s complaint about the racist effigy drawing.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the production of documents that are equally available to Plaintiff. Defendant objects to this request on the grounds that Plaintiff was not an employee of Defendant and this request is therefore inapplicable to Defendant.

Subject to and without waiving objections, Defendant responds: Subject to and without waiving its objections, Defendant responds: Defendant will produce responsive documents in its possession, custody and control, if any, to the extent they can be located. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.

#### **REQUEST FOR PRODUCTION NO. 38**

Please produce the investigator’s notes that were created in response to PLAINTIFF’s complaint about the racist effigy drawing at the TESLA FACTORY.

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 38**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase “the investigator’s notes that were created in response to PLAINTIFF’s complaint about the racist effigy drawing.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional

1 to the needs of this case. Defendant objects to this request to the extent it seeks the production of  
 2 electronically stored information (including, but not limited to emails, texts and meta-data) as  
 3 burdensome, costly and oppressive in the context of and in proportion to the claims in this action.  
 4 Defendant also objects to this request to the extent that it seeks documents protected by the  
 5 attorney-client privilege, the attorney work product doctrine and/or other privileges, protections,  
 6 or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents  
 7 that are protected from disclosure by third party privacy rights under the Federal and California  
 8 constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the  
 9 production of documents that are equally available to Plaintiff. Defendant objects to this request  
 10 on the grounds that Plaintiff was not an employee of Defendant and this request is therefore  
 11 inapplicable to Defendant.

12 Subject to and without waiving objections, Defendant responds: Subject to and without  
 13 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
 14 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
 15 and Defendant reserves its right to supplement its response to this request.

#### 16 **REQUEST FOR PRODUCTION NO. 39**

17 Please produce any photographs or images that YOU collected when investigating  
 18 PLAINTIFF's complaint about the racist effigy drawing at the TESLA FACTORY.

#### 19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 39**

20 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 21 vague and ambiguous, including, but not limited to, its use of the phrase "photographs or images  
 22 that YOU collected when investigating PLAINTIFF's complaint about the racist effigy drawing."  
 23 Defendant further objects to this request as burdensome, oppressive and harassing to the extent  
 24 that it seeks documents not relevant to any party's claims or defenses or that are not proportional  
 25 to the needs of this case. Defendant objects to this request to the extent it seeks the production of  
 26 electronically stored information (including, but not limited to emails, texts and meta-data) as  
 27 burdensome, costly and oppressive in the context of and in proportion to the claims in this action.  
 28 Defendant also objects to this request to the extent that it seeks documents protected by the

1 attorney-client privilege, the attorney work product doctrine and/or other privileges, protections,  
 2 or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents  
 3 that are protected from disclosure by third party privacy rights under the Federal and California  
 4 constitutions and applicable statutes. Defendant objects to this request to the extent it seeks the  
 5 production of documents that are equally available to Plaintiff. Defendant objects to this request  
 6 on the grounds that Plaintiff was not an employee of Defendant and this request is therefore  
 7 inapplicable to Defendant.

8 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
 9 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
 10 in Defendant's possession, custody or control are responsive to this request. Discovery is  
 11 continuing, and Defendant reserves its right to supplement its response to this request.

#### 12 **REQUEST FOR PRODUCTION NO. 40**

13 Please produce all DOCUMENTS RELATING TO all complaint(s) made by any  
 14 employee, contractor and/or agent about the use of RACIAL SLURS at the TESLA FACTORY  
 15 from 2012 to present. (For the purposes of responding to this request for production, the phrase  
 16 "RACIAL SLURS" shall include, but is not limited to, the terms "nigger", "nigga", "ninga", or  
 17 any variant thereof; "porch monkey"; "monkey"; or "jiggaboo". The term shall also encompass  
 18 equivalent words in Spanish, including, though not limited to, "negrito", "negrita", "mono", and  
 19 "mayate".)

#### 20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 40**

21 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 22 vague and ambiguous, including, but not limited to, its use of the phrases "complaint(s) made by  
 23 any employee, contractor and/or agent about the use of RACIAL SLURS," "'nigger', 'nigga',  
 24 'ninga', or any variant thereof," and "equivalent words in Spanish, including, though not limited  
 25 to, 'negrito', 'negrita', 'mono', and 'mayate'." Defendant further objects to this request as  
 26 burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any  
 27 party's claims or defenses or that are not proportional to the needs of this case, especially given  
 28 that this request seeks the production of all documents "RELATING TO" other documents and

1 seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did  
 2 not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the  
 3 claims and defenses in this case. Defendant objects to this request to the extent it seeks the  
 4 production of electronically stored information (including, but not limited to emails, texts and  
 5 meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims  
 6 in this action. Defendant also objects to this request to the extent that it seeks documents  
 7 protected by the attorney-client privilege, the attorney work product doctrine and/or other  
 8 privileges, protections, or doctrines of similar effect. Defendant objects to this request to the  
 9 extent it calls for documents that are protected from disclosure by third party privacy rights under  
 10 the Federal and California constitutions and applicable statutes.

#### 11 **REQUEST FOR PRODUCTION NO. 41**

12 Please produce any and all statements from any PERSON who was interviewed regarding  
 13 complaint(s) made by any employee, contractor and/or agent about the use of RACIAL SLURS  
 14 at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request  
 15 for production, the phrase “RACIAL SLURS” shall include, but is not limited to, the terms  
 16 “nigger”, “nigga”, “ninga”, or any variant thereof, “porch monkey”; “monkey”; or “jiggaboo”.  
 17 The term shall also encompass equivalent words in Spanish, including, though not limited to,  
 18 “negrito”, “negrita”, “mono”, and “mayate”).)

#### 19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 41**

20 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 21 vague and ambiguous, including, but not limited to, its use of the term “statements” and the  
 22 phrases “complaint(s) made by any employee, contractor and/or agent about the use of RACIAL  
 23 SLURS,” “‘nigger’, ‘nigga’, ‘ninga’, or any variant thereof,” and “equivalent words in Spanish,  
 24 including, though not limited to, ‘negrito’, ‘negrita’, ‘mono’, and ‘mayate’.” Defendant further  
 25 objects to this request as burdensome, oppressive and harassing to the extent that it seeks  
 26 documents not relevant to any party’s claims or defenses or that are not proportional to the needs  
 27 of this case, especially given that this request seeks the production of documents unrelated to  
 28 Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly

1 seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant  
 2 objects to this request to the extent it seeks the production of electronically stored information  
 3 (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive  
 4 in the context of and in proportion to the claims in this action. Defendant also objects to this  
 5 request to the extent that it seeks documents protected by the attorney-client privilege, the  
 6 attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect.  
 7 Defendant objects to this request to the extent it calls for documents that are protected from  
 8 disclosure by third party privacy rights under the Federal and California constitutions and  
 9 applicable statutes.

#### 10 **REQUEST FOR PRODUCTION NO. 42**

11 Please produce the investigator’s notes that were created in response to complaint(s)  
 12 made by any employee, contractor and/or agent about the use of RACIAL SLURS at the TESLA  
 13 FACTORY from 2012 to present. (For the purposes of responding to this request for production,  
 14 the phrase “RACIAL SLURS” shall include, but is not limited to, the terms “nigger”, “nigga”,  
 15 “ninga”, or any variant thereof; “porch monkey”; “monkey”; or “jiggaboo”. The term shall also  
 16 encompass equivalent words in Spanish, including, though not limited to, “negrito”, “negrita”,  
 17 “mono”, and “mayate”.)

#### 18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 42**

19 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 20 vague and ambiguous, including, but not limited to, its use of the phrases “the investigator’s notes  
 21 that were created in response to complaint(s) made by any employee, contractor and/or agent  
 22 about the use of RACIAL SLURS,” “‘nigger’, ‘nigga’, ‘ninga’, or any variant thereof,” and  
 23 “equivalent words in Spanish, including, though not limited to, ‘negrito’, ‘negrita’, ‘mono’, and  
 24 ‘mayate’.” Defendant further objects to this request as burdensome, oppressive and harassing to  
 25 the extent that it seeks documents not relevant to any party’s claims or defenses or that are not  
 26 proportional to the needs of this case, especially given that this request seeks the production of  
 27 documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The  
 28 request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in



1 this case. Defendant objects to this request to the extent it seeks the production of electronically  
 2 stored information (including, but not limited to emails, texts and meta-data) as burdensome,  
 3 costly and oppressive in the context of and in proportion to the claims in this action. Defendant  
 4 also objects to this request to the extent that it seeks documents protected by the attorney-client  
 5 privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of  
 6 similar effect. Defendant objects to this request to the extent it calls for documents that are  
 7 protected from disclosure by third party privacy rights under the Federal and California  
 8 constitutions and applicable statutes.

### 9 **REQUEST FOR PRODUCTION NO. 43**

10 Please produce any photographs, images, or videos that YOU collected in response to  
 11 complaint(s) made by any employee, contractor and/or agent about the use of RACIAL SLURS  
 12 at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request  
 13 for production, the phrase “RACIAL SLURS” shall include, but is not limited to, the terms  
 14 “nigger”, “nigga”, “ninga”, or any variant thereof; “porch monkey”; “monkey”; or “jiggaboo”.  
 15 The term shall also encompass equivalent words in Spanish, including, though not limited to,  
 16 “negrito”, “negrita”, “mono”, and “mayate”.)

### 17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 43**

18 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 19 vague and ambiguous, including, but not limited to, its use of the phrases “photographs, images  
 20 or videos that YOU collected in response to complaint(s) made by any employee, contractor  
 21 and/or agent about the use of RACIAL SLURS,” “‘nigger’, ‘nigga’, ‘ninga’, or any variant  
 22 thereof,” and “equivalent words in Spanish, including, though not limited to, ‘negrito’, ‘negrita’,  
 23 ‘mono’, and ‘mayate’.” Defendant further objects to this request as burdensome, oppressive and  
 24 harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or  
 25 that are not proportional to the needs of this case, especially given that this request seeks the  
 26 production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at  
 27 Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and  
 28 defenses in this case. Defendant objects to this request to the extent it seeks the production of



electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 44**

Please produce all DOCUMENTS RELATING TO any discipline imposed as a result of any complaint(s) made by any employee, contractor and/or agent about the use of RACIAL SLURS at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase “RACIAL SLURS” shall include, but is not limited to, the terms “nigger”, “nigga”, “ninga”, or any variant thereof; “porch monkey”; “monkey”; or “jiggaboo”. The term shall also encompass equivalent words in Spanish, including, though not limited to, “negrito”, “negrita”, “mono”, and “mayate”).

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 44**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases “discipline imposed as a result of complaint(s) made by any employee, contractor and/or agent about the use of RACIAL SLURS,” “‘nigger’, ‘nigga’, ‘ninga’, or any variant thereof,” and “equivalent words in Spanish, including, though not limited to, ‘negrito’, ‘negrita’, ‘mono’, and ‘mayate’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents “RELATING TO” other documents and seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited

to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

**REQUEST FOR PRODUCTION NO. 45**

Please produce all DOCUMENTS RELATING TO all complaint(s) made any employee, contractor and/or agent about SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase “SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS” shall include, but is not limited to, symbols such as a swastika, flaming cross, “88”, the confederate flag, twin lightning bolts, the “iron cross”, or the “Nazi eagle”; and slogans including “white power” or “fourteen words”).

**RESPONSE TO REQUEST FOR PRODUCTION NO. 45**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases “complaint(s) made any employee, contractor and/or agent about SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS,” “SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS’ shall include, but is not limited to, symbols such as a swastika, flaming cross, ‘88’, the confederate flag, twin lightning bolts, the ‘iron cross’, or the ‘Nazi eagle’,” and “slogans including ‘white power’ or ‘fourteen words’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents “RELATING TO” other documents and seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to

the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 46**

Please produce any and all statements from any PERSON who was interviewed regarding complaint(s) made by any employee, contractor and/or agent about SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase “SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS” shall include, but is not limited to, symbols such as a swastika, flaming cross, “88”, the confederate flag, twin lightning bolts, the “iron cross”, or the “Nazi eagle”; and slogans including “white power” or “fourteen words”.)

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 46**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the term “statements” and the phrases “complaint(s) made any employee, contractor and/or agent about SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS,” “SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS’ shall include, but is not limited to, symbols such as a swastika, flaming cross, ‘88’, the confederate flag, twin lightning bolts, the ‘iron cross’, or the ‘Nazi eagle’,” and “slogans including ‘white power’ or ‘fourteen words’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant

objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 47**

Please produce the investigator's notes that were created in response to complaint(s) made by any employee, contractor and/or agent about SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase "SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS" shall include, but is not limited to, symbols such as a swastika, flaming cross, "88", the confederate flag, twin lightning bolts, the "iron cross", or the "Nazi eagle"; and slogans including "white power" or "fourteen words".)

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 47**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases "the investigator's notes that were created in response to complaint(s) made any employee, contractor and/or agent about SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS," "SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS' shall include, but is not limited to, symbols such as a swastika, flaming cross, '88', the confederate flag, twin lightning bolts, the 'iron cross', or the 'Nazi eagle'," and "slogans including 'white power' or 'fourteen words'." Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The

request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 48**

Please produce any photographs, videos, or images that YOU collected when investigating complaint(s) made by any employee, contractor and/or agent about SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase “SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS” shall include, but is not limited to, symbols such as a swastika, flaming cross, “88”, the confederate flag, twin lightning bolts, the “iron cross”, or the “Nazi eagle”; and slogans including “white power” or “fourteen words”.)

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 48**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases “photographs, videos or images that YOU collected when investigating complaint(s) made any employee, contractor and/or agent about SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS,” ““SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS’ shall include, but is not limited to, symbols such as a swastika, flaming cross, ‘88’, the confederate flag, twin lightning bolts, the ‘iron cross’, or the ‘Nazi eagle’,” and “slogans including ‘white power’ or ‘fourteen words’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any

party's claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks "me too" evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 49**

Please produce all DOCUMENTS RELATING TO any discipline imposed as a result of any complaint(s) made by any employee, contractor and/or agent about SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase "SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS" shall include, but is not limited to, symbols such as a swastika, flaming cross, "88", the confederate flag, twin lightning bolts, the "iron cross", or the "Nazi eagle"; and slogans including "white power" or "fourteen words".)

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 49**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases "discipline imposed as a result of complaint(s) made any employee, contractor and/or agent about SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS," "SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS" shall include, but is not limited to, symbols such as a swastika, flaming cross, '88', the confederate flag, twin lightning bolts, the 'iron cross', or the 'Nazi eagle', and "slogans including 'white power' or 'fourteen words'." Defendant further

objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents "RELATING TO" other documents and seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks "me too" evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 50**

Please produce all DOCUMENTS RELATING TO all complaint(s) made any employee, contractor and/or agent regarding references to slavery or slave labor at the TESLA FACTORY from 2012 to present.

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 50**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase "complaint(s) made any employee, contractor and/or agent regarding references to slavery or slave labor." Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents "RELATING TO" other documents and seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks "me too" evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited



to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

**REQUEST FOR PRODUCTION NO. 51**

Please produce any and all statements from any PERSON who was interviewed regarding complaint(s) made by any employee, contractor and/or agent regarding references to slavery or slave labor at the TESLA FACTORY from 2012 to present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 51**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the term “statements” and the phrase “complaint(s) made any employee, contractor and/or agent regarding references to slavery or slave labor.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

///



**REQUEST FOR PRODUCTION NO. 52**

Please produce the investigator's notes that were created in response to complaint(s) made by any employee, contractor and/or agent regarding references to slavery or slave labor at the TESLA FACTORY from 2012 to present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 52**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase "the investigator's notes that were created in response to complaint(s) made any employee, contractor and/or agent regarding references to slavery or slave labor." Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party's claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks "me too" evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

**REQUEST FOR PRODUCTION NO. 53**

Please produce any photographs, videos, or images that YOU collected when investigating complaint(s) made by any employee, contractor and/or agent regarding references to slavery or slave labor at the TESLA FACTORY from 2012 to present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 53**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase "photographs, videos,

1 or images that YOU collected when investigating complaint(s) made any employee, contractor  
 2 and/or agent regarding references to slavery or slave labor.” Defendant further objects to this  
 3 request as burdensome, oppressive and harassing to the extent that it seeks documents not  
 4 relevant to any party’s claims or defenses or that are not proportional to the needs of this case,  
 5 especially given that this request seeks the production of documents unrelated to Plaintiff and  
 6 during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too”  
 7 evidence that is not relevant to the claims and defenses in this case. Defendant objects to this  
 8 request to the extent it seeks the production of electronically stored information (including, but  
 9 not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context  
 10 of and in proportion to the claims in this action. Defendant also objects to this request to the  
 11 extent that it seeks documents protected by the attorney-client privilege, the attorney work  
 12 product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant  
 13 objects to this request to the extent it calls for documents that are protected from disclosure by  
 14 third party privacy rights under the Federal and California constitutions and applicable statutes.

15 **REQUEST FOR PRODUCTION NO. 54**

16 Please produce all DOCUMENTS RELATING TO any discipline imposed as a result of  
 17 any complaint(s) made by any employee, contractor and/or agent regarding references to slavery  
 18 or slave labor at the TESLA FACTORY from 2012 to present.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 54**

20 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 21 vague and ambiguous, including, but not limited to, its use of the phrase “discipline imposed as  
 22 a result of any complaint(s) made any employee, contractor and/or agent regarding references to  
 23 slavery or slave labor.” Defendant further objects to this request as burdensome, oppressive and  
 24 harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or  
 25 that are not proportional to the needs of this case, especially given that this request seeks the  
 26 production of all documents “RELATING TO” other documents and seeks the production of  
 27 documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The  
 28 request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in

1 this case. Defendant objects to this request to the extent it seeks the production of electronically  
 2 stored information (including, but not limited to emails, texts and meta-data) as burdensome,  
 3 costly and oppressive in the context of and in proportion to the claims in this action. Defendant  
 4 also objects to this request to the extent that it seeks documents protected by the attorney-client  
 5 privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of  
 6 similar effect. Defendant objects to this request to the extent it calls for documents that are  
 7 protected from disclosure by third party privacy rights under the Federal and California  
 8 constitutions and applicable statutes.

9 **REQUEST FOR PRODUCTION NO. 55**

10 Please produce all DOCUMENTS RELATING TO all complaint(s) made any employee,  
 11 contractor and/or agent regarding RACIALLY OFFENSIVE DRAWINGS OR ARTWORK at  
 12 the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request  
 13 for production, the phrase “RACIALLY OFFENSIVE DRAWINGS OR ARTWORK” shall  
 14 include, though is not limited to, drawings or artwork depicting one or more of the following  
 15 items: noose; swastika; flaming cross; “88”; the confederate flag; twin lightning bolts; the “iron  
 16 cross”; the “Nazi eagle”; and “pickanniny”- or “golliwog”-style depictions of Black  
 17 individuals.)

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 55**

19 Objection. Defendant objects to this request on the grounds that it is overbroad,  
 20 uncertain, vague and ambiguous, including, but not limited to, its use of the phrases  
 21 “complaint(s) made any employee, contractor and/or agent regarding RACIALLY OFFENSIVE  
 22 DRAWINGS OR ARTWORK,” “‘RACIALLY OFFENSIVE DRAWINGS OR ARTWORK’  
 23 shall include, though is not limited to, drawings or artwork depicting one or more of the  
 24 following items: noose; swastika; flaming cross; ‘88’; the confederate flag; twin lightning bolts;  
 25 the ‘iron cross’; the ‘Nazi eagle’,” and “‘pickanniny’- or ‘golliwog’-style depictions of Black  
 26 individuals.” Defendant further objects to this request as burdensome, oppressive and harassing  
 27 to the extent that it seeks documents not relevant to any party’s claims or defenses or that are  
 28 not proportional to the needs of this case, especially given that this request seeks the production

of all documents “RELATING TO” other documents and seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 56**

Please produce any and all statements from any PERSON who was interviewed regarding complaint(s) made by any employee, contractor and/or agent regarding RACIALLY OFFENSIVE DRAWINGS OR ARTWORK at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase “RACIALLY OFFENSIVE DRAWINGS OR ARTWORK” shall include, though is not limited to, drawings or artwork depicting one or more of the following items: noose; swastika; flaming cross; “88”; the confederate flag; twin lightning bolts; the “iron cross”; the “Nazi eagle”; and “pickanniny”- or “golliwog”-style depictions of Black individuals.)

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 56**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the term “statements” and the phrases “complaint(s) made any employee, contractor and/or agent regarding RACIALLY OFFENSIVE DRAWINGS OR ARTWORK,” “‘RACIALLY OFFENSIVE DRAWINGS OR ARTWORK’ shall include, though is not limited to, drawings or artwork depicting one or more of the following items: noose; swastika; flaming cross; ‘88’; the confederate flag; twin lightning bolts; the ‘iron cross’; the ‘Nazi eagle’,” and “‘pickanniny’- or ‘golliwog’-style depictions of

Black individuals.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 57**

Please produce the investigator’s notes that were created in response to complaint(s) made by any employee, contractor and/or agent regarding RACIALLY OFFENSIVE DRAWINGS OR ARTWORK at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase “RACIALLY OFFENSIVE DRAWINGS OR ARTWORK” shall include, though is not limited to, drawings or artwork depicting one or more of the following items: noose; swastika; flaming cross; “88”; the confederate flag; twin lightning bolts; the “iron cross”; the “Nazi eagle”; and “pickanniny”- or “golliwog”-style depictions of Black individuals.)

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 57**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases “the investigator’s notes that were created in response to complaint(s) made any employee, contractor and/or agent regarding RACIALLY OFFENSIVE DRAWINGS OR ARTWORK,” “‘RACIALLY OFFENSIVE DRAWINGS OR ARTWORK’ shall include, though is not limited to, drawings or

artwork depicting one or more of the following items: noose; swastika; flaming cross; ‘88’; the confederate flag; twin lightning bolts; the ‘iron cross’; the ‘Nazi eagle’,” and “‘pickanniny’- or ‘golliwog’-style depictions of Black individuals.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 58**

Please produce any photographs, videos, or images that YOU collected when investigating complaint(s) made by any employee, contractor and/or agent regarding RACIALLY OFFENSIVE DRAWINGS OR ARTWORK at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase “RACIALLY OFFENSIVE DRAWINGS OR ARTWORK” shall include, though is not limited to, drawings or artwork depicting one or more of the following items: noose; swastika; flaming cross; “88”; the confederate flag; twin lightning bolts; the “iron cross”; the “Nazi eagle”; and “pickanniny”- or “golliwog”-style depictions of Black individuals.)

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 58**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases “photographs, videos or images that YOU collected when investigating complaint(s) made any employee, contractor

and/or agent regarding RACIALLY OFFENSIVE DRAWINGS OR ARTWORK,”  
 “‘RACIALLY OFFENSIVE DRAWINGS OR ARTWORK’ shall include, though is not limited  
 to, drawings or artwork depicting one or more of the following items: noose; swastika; flaming  
 cross; ‘88’; the confederate flag; twin lightning bolts; the ‘iron cross’; the ‘Nazi eagle’,” and  
 “‘pickanniny’- or ‘golliwog’-style depictions of Black individuals.” Defendant further objects  
 to this request as burdensome, oppressive and harassing to the extent that it seeks documents not  
 relevant to any party’s claims or defenses or that are not proportional to the needs of this case,  
 especially given that this request seeks the production of documents unrelated to Plaintiff and  
 during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too”  
 evidence that is not relevant to the claims and defenses in this case. Defendant objects to this  
 request to the extent it seeks the production of electronically stored information (including, but  
 not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context  
 of and in proportion to the claims in this action. Defendant also objects to this request to the  
 extent that it seeks documents protected by the attorney-client privilege, the attorney work  
 product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant  
 objects to this request to the extent it calls for documents that are protected from disclosure by  
 third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 59**

Please produce all DOCUMENTS RELATING TO any discipline imposed as a result of  
 any complaint(s) made by any employee, contractor and/or agent regarding RACIALLY  
 OFFENSIVE DRAWINGS OR ARTWORK at the TESLA FACTORY from 2012 to present.  
 (For the purposes of responding to this request for production, the phrase “RACIALLY  
 OFFENSIVE DRAWINGS OR ARTWORK” shall include, though is not limited to, drawings  
 or artwork depicting one or more of the following items: noose; swastika; flaming cross; “88”;  
 the confederate flag; twin lightning bolts; the “iron cross”; the “Nazi eagle”; and “pickanniny”-  
 or “golliwog”-style depictions of Black individuals.)

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 59**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,



vague and ambiguous, including, but not limited to, its use of the phrases “discipline imposed as a result of any complaint(s) made any employee, contractor and/or agent regarding RACIALLY OFFENSIVE DRAWINGS OR ARTWORK,” “‘RACIALLY OFFENSIVE DRAWINGS OR ARTWORK’ shall include, though is not limited to, drawings or artwork depicting one or more of the following items: noose; swastika; flaming cross; ‘88’; the confederate flag; twin lightning bolts; the ‘iron cross’; the ‘Nazi eagle’,” and “‘pickanniny’- or ‘golliwog’-style depictions of Black individuals.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents “RELATING TO” other documents and seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 60**

Please produce all DOCUMENTS RELATING TO all complaint(s) made any employee, contractor and/or agent regarding racial harassment at the TESLA FACTORY from 2012 to present.

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 60**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase “complaint(s) made any employee, contractor and/or agent regarding racial harassment.” Defendant further objects to



1 this request as burdensome, oppressive and harassing to the extent that it seeks documents not  
2 relevant to any party's claims or defenses or that are not proportional to the needs of this case,  
3 especially given that this request seeks the production of all documents "RELATING TO" other  
4 documents and seeks the production of documents unrelated to Plaintiff and during periods when  
5 Plaintiff did not work at Tesla. The request impermissibly seeks "me too" evidence that is not  
6 relevant to the claims and defenses in this case. Defendant objects to this request to the extent it  
7 seeks the production of electronically stored information (including, but not limited to emails,  
8 texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to  
9 the claims in this action. Defendant also objects to this request to the extent that it seeks  
10 documents protected by the attorney-client privilege, the attorney work product doctrine and/or  
11 other privileges, protections, or doctrines of similar effect. Defendant objects to this request to  
12 the extent it calls for documents that are protected from disclosure by third party privacy rights  
13 under the Federal and California constitutions and applicable statutes.

14 **REQUEST FOR PRODUCTION NO. 61**

15 Please produce any and all statements from any PERSON who was interviewed regarding  
16 complaint(s) made by any employee, contractor and/or agent regarding racial harassment at the  
17 TESLA FACTORY from 2012 to present.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 61**

19 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
20 vague and ambiguous, including, but not limited to, its use of the term "statements" and the  
21 phrase "complaint(s) made any employee, contractor and/or agent regarding racial harassment."  
22 Defendant further objects to this request as burdensome, oppressive and harassing to the extent  
23 that it seeks documents not relevant to any party's claims or defenses or that are not proportional  
24 to the needs of this case, especially given that this request seeks the production of documents  
25 unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request  
26 impermissibly seeks "me too" evidence that is not relevant to the claims and defenses in this  
27 case. Defendant objects to this request to the extent it seeks the production of electronically stored  
28 information (including, but not limited to emails, texts and meta-data) as burdensome, costly and

1 oppressive in the context of and in proportion to the claims in this action. Defendant also objects  
2 to this request to the extent that it seeks documents protected by the attorney-client privilege, the  
3 attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect.  
4 Defendant objects to this request to the extent it calls for documents that are protected from  
5 disclosure by third party privacy rights under the Federal and California constitutions and  
6 applicable statutes.

7 **REQUEST FOR PRODUCTION NO. 62**

8 Please produce the investigator's notes that were created in response to complaint(s)  
9 made by any employee, contractor and/or agent regarding racial harassment at the TESLA  
10 FACTORY from 2012 to present.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 62**

12 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
13 vague and ambiguous, including, but not limited to, its use of the phrase "the investigator's notes  
14 that were created in response to complaint(s) made any employee, contractor and/or agent  
15 regarding racial harassment." Defendant further objects to this request as burdensome, oppressive  
16 and harassing to the extent that it seeks documents not relevant to any party's claims or defenses  
17 or that are not proportional to the needs of this case, especially given that this request seeks the  
18 production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at  
19 Tesla. The request impermissibly seeks "me too" evidence that is not relevant to the claims and  
20 defenses in this case. Defendant objects to this request to the extent it seeks the production of  
21 electronically stored information (including, but not limited to emails, texts and meta-data) as  
22 burdensome, costly and oppressive in the context of and in proportion to the claims in this action.  
23 Defendant also objects to this request to the extent that it seeks documents protected by the  
24 attorney-client privilege, the attorney work product doctrine and/or other privileges, protections,  
25 or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents  
26 that are protected from disclosure by third party privacy rights under the Federal and California  
27 constitutions and applicable statutes.

28 ///

**REQUEST FOR PRODUCTION NO. 63**

Please produce all DOCUMENTS RELATING TO any discipline imposed as a result of any complaint(s) made by any employee, contractor and/or agent regarding racial harassment at the TESLA FACTORY from 2012 to present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 63**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase “discipline imposed as a result of any complaint(s) made any employee, contractor and/or agent regarding racial harassment.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents “RELATING TO” other documents and seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

**REQUEST FOR PRODUCTION NO. 64**

Please produce all DOCUMENTS detailing EXTERNAL COMPLAINTS of harassment based on race or color by any employee, contractor and/or agent at the TESLA FACTORY since 2012. (In responding to this request, the term EXTERNAL COMPLAINT encompasses complaints made to a governmental or administrative entity, including, though not limited to, state and federal courts; the EEOC; the DFEH; the DIR; the DLSE; OSHA; and CAL-OSHA.)

**RESPONSE TO REQUEST FOR PRODUCTION NO. 64**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases “DOCUMENTS detailing EXTERNAL COMPLAINTS of harassment based on race or color by any employee, contractor and/or agent,” and “EXTERNAL COMPLAINT encompasses complaints made to a governmental or administrative entity, including, though not limited to, state and federal courts; the EEOC; the DFEH; the DIR; the DLSE; OSHA; and CAL-OSHA.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of all documents “detailing” other documents and seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes. Defendant objects to this request on the grounds that it seeks the production of documents that are equally available to Plaintiff as a matter of public record.

**REQUEST FOR PRODUCTION NO. 65**

Please produce the entire investigation files for any EXTERNAL COMPLAINTS of harassment based on race or color by any employee, contractor and/or agent at the TESLA FACTORY since 2012. (In responding to this request, the term EXTERNAL COMPLAINT encompasses complaints made to a governmental or administrative entity, including, though not limited to, state and federal courts; the EEOC; the DFEH; the DIR; the DLSE; OSHA; and CAL-

1 OSHA.)

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 65**

3 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 4 vague and ambiguous, including, but not limited to, its use of the phrases “entire investigation  
 5 files for any EXTERNAL COMPLAINTS of harassment based on race or color by any employee,  
 6 contractor and/or agent,” and “EXTERNAL COMPLAINT encompasses complaints made to a  
 7 governmental or administrative entity, including, though not limited to, state and federal courts;  
 8 the EEOC; the DFEH; the DIR; the DLSE; OSHA; and CAL-OSHA.” Defendant further objects  
 9 to this request as burdensome, oppressive and harassing to the extent that it seeks documents not  
 10 relevant to any party’s claims or defenses or that are not proportional to the needs of this case,  
 11 especially given that this request seeks the production of documents unrelated to Plaintiff and  
 12 during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too”  
 13 evidence that is not relevant to the claims and defenses in this case. Defendant objects to this  
 14 request to the extent it seeks the production of electronically stored information (including, but  
 15 not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context  
 16 of and in proportion to the claims in this action. Defendant also objects to this request to the  
 17 extent that it seeks documents protected by the attorney-client privilege, the attorney work  
 18 product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant  
 19 objects to this request to the extent it calls for documents that are protected from disclosure by  
 20 third party privacy rights under the Federal and California constitutions and applicable statutes.  
 21 Defendant objects to this request on the grounds that it seeks the production of documents that  
 22 are equally available to Plaintiff as a matter of public record.

23 **REQUEST FOR PRODUCTION NO. 66**

24 Please produce documents that reflect, evidence, or describe all of YOUR race  
 25 harassment or discrimination policies in effect at the TESLA FACTORY from 2010 to present.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 66**

27 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 28 vague and ambiguous, including, but not limited to, its use of the phrase “race harassment or

discrimination policies in effect at the TESLA FACTORY.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of “documents that reflect, evidence, or describe” other documents and the production of documents during periods when Plaintiff did not work at Tesla. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it seeks documents that are private, confidential, business sensitive and/or protected as a trade secret.

Subject to and without waiving objections, Defendant responds: Subject to and without waiving its objections, Defendant responds: Defendant will produce responsive documents in its possession, custody and control, if any, to the extent they can be located. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.

#### **REQUEST FOR PRODUCTION NO. 67**

Please produce all DOCUMENTS that discuss the procedures YOU instruct YOUR employees to follow when reporting harassment in the workplace at the TESLA FACTORY from 2010 to present.

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 67**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase “DOCUMENTS that discuss the procedures YOU instruct YOUR employees to follow when reporting harassment in the workplace at the TESLA FACTORY.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents that “discuss” other documents and seeks the

1 production of documents during periods when Plaintiff did not work at Tesla. Defendant objects  
 2 to this request to the extent it seeks the production of electronically stored information (including,  
 3 but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the  
 4 context of and in proportion to the claims in this action. Defendant also objects to this request to  
 5 the extent that it seeks documents protected by the attorney-client privilege, the attorney work  
 6 product doctrine and/or other privileges, protections, or doctrines of similar effect.

7 Subject to and without waiving objections, Defendant responds: Subject to and without  
 8 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
 9 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
 10 and Defendant reserves its right to supplement its response to this request.

#### 11 **REQUEST FOR PRODUCTION NO. 68**

12 Please produce all DOCUMENTS that discuss the policies and procedures that YOUR  
 13 employees follow when investigating claims of harassment at the TESLA FACTORY from 2012  
 14 to the present.

#### 15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 68**

16 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 17 vague and ambiguous, including, but not limited to, its use of the phrase “DOCUMENTS that  
 18 discuss the policies and procedures that YOUR employees follow when investigating claims of  
 19 harassment at the TESLA FACTORY.” Defendant further objects to this request as burdensome,  
 20 oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims  
 21 or defenses or that are not proportional to the needs of this case, especially given that this request  
 22 seeks the production of documents that “discuss” other documents and seeks the production of  
 23 documents during periods when Plaintiff did not work at Tesla. Defendant objects to this request  
 24 to the extent it seeks the production of electronically stored information (including, but not  
 25 limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of  
 26 and in proportion to the claims in this action. Defendant also objects to this request to the extent  
 27 that it seeks documents protected by the attorney-client privilege, the attorney work product  
 28 doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to



1 this request to the extent it seeks documents that are private, confidential, business sensitive  
2 and/or protected as a trade secret.

3 Subject to and without waiving objections, Defendant responds: Subject to and without  
4 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
5 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
6 and Defendant reserves its right to supplement its response to this request.

7 **REQUEST FOR PRODUCTION NO. 69**

8 Please produce all DOCUMENTS that constitute the policies, procedures, checklists or  
9 manuals that are used or relied on by YOUR employees when investigating complaints of race  
10 harassment or discrimination at the TESLA FACTORY from 2010 to present.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 69**

12 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
13 vague and ambiguous, including, but not limited to, its use of the phrase “DOCUMENTS that  
14 constitute the policies, procedures, checklists or manuals that are used or relied on by YOUR  
15 employees when investigating complaints of race harassment or discrimination at the TESLA  
16 FACTORY.” Defendant further objects to this request as burdensome, oppressive and harassing  
17 to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not  
18 proportional to the needs of this case, especially given that this request seeks the production of  
19 documents during periods when Plaintiff did not work at Tesla. Defendant objects to this request  
20 to the extent it seeks the production of electronically stored information (including, but not  
21 limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of  
22 and in proportion to the claims in this action. Defendant also objects to this request to the extent  
23 that it seeks documents protected by the attorney-client privilege, the attorney work product  
24 doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to  
25 this request to the extent it seeks documents that are private, confidential, business sensitive  
26 and/or protected as a trade secret.

27 Subject to and without waiving objections, Defendant responds: Subject to and without  
28 waiving its objections, Defendant responds: Defendant will produce responsive documents in its



1 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
2 and Defendant reserves its right to supplement its response to this request.

3 **REQUEST FOR PRODUCTION NO. 70**

4 Please produce all pamphlets RELATED TO harassment that YOU have used or  
5 distributed to employees, agents or contractors that work at the TESLA FACTORY between  
6 2010 and the present.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 70**

8 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
9 vague and ambiguous, including, but not limited to, its use of the phrase “pamphlets RELATED  
10 TO harassment that YOU have used or distributed to employees, agents or contractors that work  
11 at the TESLA FACTORY.” Defendant further objects to this request as burdensome, oppressive  
12 and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses  
13 or that are not proportional to the needs of this case, especially given that this request seeks the  
14 production of documents during periods when Plaintiff did not work at Tesla. Defendant objects  
15 to this request to the extent it seeks the production of electronically stored information (including,  
16 but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the  
17 context of and in proportion to the claims in this action.

18 Subject to and without waiving objections, Defendant responds: Subject to and without  
19 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
20 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
21 and Defendant reserves its right to supplement its response to this request.

22 **REQUEST FOR PRODUCTION NO. 71**

23 Please produce all policies on harassment that YOU have posted from 2010 to the present  
24 in the TESLA FACTORY.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 71**

26 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
27 vague and ambiguous, including, but not limited to, its use of the phrase “policies on harassment  
28 that YOU have posted from 2010 to the present in the TESLA FACTORY.” Defendant further

1 objects to this request as burdensome, oppressive and harassing to the extent that it seeks  
2 documents not relevant to any party's claims or defenses or that are not proportional to the needs  
3 of this case, especially given that this request seeks the production of documents during periods  
4 when Plaintiff did not work at Tesla. Defendant objects to this request to the extent it seeks the  
5 production of electronically stored information (including, but not limited to emails, texts and  
6 meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims  
7 in this action.

8 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
9 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
10 in Defendant's possession, custody or control are responsive to this request. Discovery is  
11 continuing, and Defendant reserves its right to supplement its response to this request.

12 **REQUEST FOR PRODUCTION NO. 72**

13 Please produce all DOCUMENTS, materials and videotapes RELATED TO harassment  
14 training YOU have conducted or facilitated for employees, agents or contractors at the TESLA  
15 FACTORY from 2010 to the present.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 72**

17 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
18 vague and ambiguous, including, but not limited to, its use of the phrase "DOCUMENTS,  
19 materials and videotapes RELATED TO harassment training YOU have conducted or facilitated  
20 for employees, agents or contractors at the TESLA FACTORY." Defendant further objects to  
21 this request as burdensome, oppressive and harassing to the extent that it seeks documents not  
22 relevant to any party's claims or defenses or that are not proportional to the needs of this case,  
23 especially given that this request seeks the production of documents during periods when Plaintiff  
24 did not work at Tesla. Defendant objects to this request to the extent it seeks the production of  
25 electronically stored information (including, but not limited to emails, texts and meta-data) as  
26 burdensome, costly and oppressive in the context of and in proportion to the claims in this action.  
27 Defendant also objects to this request to the extent that it seeks documents protected by the  
28 attorney-client privilege, the attorney work product doctrine and/or other privileges, protections,

1 or doctrines of similar effect. Defendant objects to this request to the extent it seeks documents  
2 that are private, confidential, business sensitive and/or protected as a trade secret.

3 Subject to and without waiving its objections, Defendant responds: Despite a diligent  
4 search and reasonable inquiry Defendant, cannot comply with this request because no documents  
5 in Defendant's possession, custody or control are responsive to this request. Discovery is  
6 continuing, and Defendant reserves its right to supplement its response to this request.

7 **REQUEST FOR PRODUCTION NO. 73**

8 Please provide all DOCUMENTS related to any complaints made about Ramon Martinez  
9 that involved harassment or discrimination based on race or color.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 73**

11 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
12 vague and ambiguous, including, but not limited to, its use of the phrase "DOCUMENTS related  
13 to any complaints made about Ramon Martinez that involved harassment or discrimination based  
14 on race or color." Defendant further objects to this request as burdensome, oppressive and  
15 harassing to the extent that it seeks documents not relevant to any party's claims or defenses or  
16 that are not proportional to the needs of this case, especially given that this request seeks the  
17 production of all documents "related to" other documents. Defendant objects to this request on  
18 the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this  
19 request to the extent it seeks the production of electronically stored information (including, but  
20 not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context  
21 of and in proportion to the claims in this action. Defendant also objects to this request to the  
22 extent that it seeks documents protected by the attorney-client privilege, the attorney work  
23 product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant  
24 objects to this request to the extent it calls for documents that are protected from disclosure by  
25 third party privacy rights under the Federal and California constitutions and applicable statutes.  
26 Defendant objects to this request on the grounds that Ramon Martinez was not an employee of  
27 Defendant and this request is therefore inapplicable to Defendant.

28 ///

**REQUEST FOR PRODUCTION NO. 74**

Please produce DOCUMENTS sufficient to describe the business relationship between YOU and Defendant Tesla, Inc. This request includes, though is not limited to, contracts and memoranda of understanding.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 74**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase “DOCUMENTS sufficient to describe the business relationship between YOU and Defendant Tesla, Inc.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it seeks documents that are private, confidential, business sensitive and/or protected as a trade secret.

**REQUEST FOR PRODUCTION NO. 75**

Please produce DOCUMENTS sufficient to describe the business relationship between YOU and Defendant Citistaff Solutions, Inc. This request includes, though is not limited to, contracts and memoranda of understanding.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 75**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase “DOCUMENTS sufficient to describe the business relationship between YOU and Defendant Citistaff Solutions, Inc.” Defendant further objects to this request as burdensome, oppressive and harassing to the

1 extent that it seeks documents not relevant to any party's claims or defenses or that are not  
2 proportional to the needs of this case. Defendant objects to this request on the grounds that it is  
3 overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it  
4 seeks the production of electronically stored information (including, but not limited to emails,  
5 texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to  
6 the claims in this action. Defendant also objects to this request to the extent that it seeks  
7 documents protected by the attorney-client privilege, the attorney work product doctrine and/or  
8 other privileges, protections, or doctrines of similar effect. Defendant objects to this request to  
9 the extent it seeks documents that are private, confidential, business sensitive and/or protected as  
10 a trade secret.

11 **REQUEST FOR PRODUCTION NO. 76**

12 Please produce DOCUMENTS sufficient to describe the business relationship between  
13 YOU and Defendant West Valley Engineering, Inc. This request includes, though is not limited  
14 to, contracts and memoranda of understanding.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 76**

16 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
17 vague and ambiguous, including, but not limited to, its use of the phrase "DOCUMENTS  
18 sufficient to describe the business relationship between YOU and Defendant West Valley  
19 Engineering, Inc." Defendant further objects to this request as burdensome, oppressive and  
20 harassing to the extent that it seeks documents not relevant to any party's claims or defenses or  
21 that are not proportional to the needs of this case. Defendant objects to this request on the grounds  
22 that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the  
23 extent it seeks the production of electronically stored information (including, but not limited to  
24 emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in  
25 proportion to the claims in this action. Defendant also objects to this request to the extent that it  
26 seeks documents protected by the attorney-client privilege, the attorney work product doctrine  
27 and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this  
28 request to the extent it seeks documents that are private, confidential, business sensitive and/or

protected as a trade secret.

**REQUEST FOR PRODUCTION NO. 77**

Please produce all DOCUMENTS, including, but not limited to e-mails, text messages and instant messages sent or received by Wayne Jackson regarding the use of RACIAL SLURS at the TESLA FACTORY. (For the purposes of responding to this request for production, the phrase “RACIAL SLURS” shall include, but is not limited to, the terms “nigger”, “nigga”, “ninga”, or any variant thereof; “porch monkey”; “monkey”; or “jiggaboo”. The term shall also encompass equivalent words in Spanish, including, though not limited to, “negrito”, “negrita”, “mono”, and “mayate”.)

**RESPONSE TO REQUEST FOR PRODUCTION NO. 77**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases “DOCUMENTS ... regarding the use of RACIAL SLURS,” “‘nigger’, ‘nigga’, ‘ninga’, or any variant thereof,” and “‘equivalent words in Spanish, including, though not limited to, ‘negrito’, ‘negrita’, ‘mono’, and ‘mayate’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

///

**REQUEST FOR PRODUCTION NO. 78**

Please produce all DOCUMENTS, including, but not limited to e-mails, text messages and instant messages sent or received by Wayne Jackson regarding PLAINTIFF OWEN DIAZ.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 78**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases “DOCUMENTS ... regarding PLAINTIFF OWEN DIAZ.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

Subject to and without waiving objections, Defendant responds: Subject to and without waiving its objections, Defendant responds: Defendant will produce responsive documents in its possession, custody and control, if any, to the extent they can be located. Discovery is continuing, and Defendant reserves its right to supplement its response to this request.

**REQUEST FOR PRODUCTION NO. 79**

Please produce all DOCUMENTS, including, but not limited to e-mails, text messages and instant messages sent or received by Nancy Uhlenbrock regarding the use of RACIAL SLURS at the TESLA FACTORY. (For the purposes of responding to this request for production, the phrase “RACIAL SLURS” shall include, but is not limited to, the terms “nigger”, “nigga”, “ninga”, or any variant thereof, “porch monkey”; “monkey”; “jiggaboo”. The term shall also encompass equivalent words in Spanish, including, though not limited to, “negrito”, “negrita”,



1 “mono”, and “mayate”).)

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 79**

3 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 4 vague and ambiguous, including, but not limited to, its use of the phrases “DOCUMENTS ...  
 5 regarding the use of RACIAL SLURS,” ““nigger’, ‘nigga’, ‘ninga’, or any variant thereof,” and  
 6 “equivalent words in Spanish, including, though not limited to, ‘negrito’, ‘negrita’, ‘mono’, and  
 7 ‘mayate’.” Defendant further objects to this request as burdensome, oppressive and harassing to  
 8 the extent that it seeks documents not relevant to any party’s claims or defenses or that are not  
 9 proportional to the needs of this case, especially given that this request seeks the production of  
 10 documents unrelated to Plaintiff. Defendant objects to this request on the grounds that it is  
 11 overbroad, vague and ambiguous as to time. The request impermissibly seeks “me too” evidence  
 12 that is not relevant to the claims and defenses in this case. Defendant objects to this request to  
 13 the extent it seeks the production of electronically stored information (including, but not limited  
 14 to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in  
 15 proportion to the claims in this action. Defendant also objects to this request to the extent that it  
 16 seeks documents protected by the attorney-client privilege, the attorney work product doctrine  
 17 and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this  
 18 request to the extent it calls for documents that are protected from disclosure by third party  
 19 privacy rights under the Federal and California constitutions and applicable statutes.

20 **REQUEST FOR PRODUCTION NO. 80**

21 Please produce all DOCUMENTS, including, but not limited to e-mails, text messages  
 22 and instant messages sent or received by Terri Garrett regarding the use of RACIAL SLURS at  
 23 the TESLA FACTORY. (For the purposes of responding to this request for production, the phrase  
 24 “RACIAL SLURS” shall include, but is not limited to, the terms “nigger”, “nigga”, “ninga”, or  
 25 any variant thereof; “porch monkey”; “monkey”; or “jiggaboo”. The term shall also encompass  
 26 equivalent words in Spanish, including, though not limited to, “negrito”, “negrita”, “mono”, and  
 27 “mayate”).)

28 ///



**RESPONSE TO REQUEST FOR PRODUCTION NO. 80**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases “DOCUMENTS ... regarding the use of RACIAL SLURS,” “‘nigger’, ‘nigga’, ‘ninga’, or any variant thereof,” and “equivalent words in Spanish, including, though not limited to, ‘negrito’, ‘negrita’, ‘mono’, and ‘mayate’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff. Defendant objects to this request on the grounds that it is overbroad, vague and ambiguous as to time. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

**REQUEST FOR PRODUCTION NO. 81**

Please produce all DOCUMENTS, including, but not limited to e-mails, text messages and instant messages sent or received by Wayne Jackson regarding SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase “SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS” shall include, but is not limited to, symbols such as a swastika, flaming cross, “88”, the confederate flag, twin lightning bolts, the “iron cross”, or the “Nazi eagle”; and slogans including “white power” or “fourteen words”).

**RESPONSE TO REQUEST FOR PRODUCTION NO. 81**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,

vague and ambiguous, including, but not limited to, its use of the phrases “DOCUMENTS ... regarding SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS,” ““SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS’ shall include, but is not limited to, symbols such as a swastika, flaming cross, ‘88’, the confederate flag, twin lightning bolts, the ‘iron cross’, or the ‘Nazi eagle’,” and “slogans including ‘white power’ or ‘fourteen words’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

#### **REQUEST FOR PRODUCTION NO. 82**

Please produce all DOCUMENTS, including, but not limited to e-mails, text messages and instant messages sent or received by Nancy Uhlenbrock regarding SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase “SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS” shall include, but is not limited to, symbols such as a swastika, flaming cross, “88”, the confederate flag, twin lightning bolts, the “iron cross”, or the “Nazi eagle”; and slogans including “white power” or “fourteen words”).)

///

**RESPONSE TO REQUEST FOR PRODUCTION NO. 82**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases “DOCUMENTS ... regarding SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS,” “‘SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS’ shall include, but is not limited to, symbols such as a swastika, flaming cross, ‘88’, the confederate flag, twin lightning bolts, the ‘iron cross’, or the ‘Nazi eagle’,” and “slogans including ‘white power’ or ‘fourteen words’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

**REQUEST FOR PRODUCTION NO. 83**

Please produce all DOCUMENTS, including, but not limited to e-mails, text messages and instant messages sent or received by Terri Garrett regarding SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS at the TESLA FACTORY from 2012 to present. (For the purposes of responding to this request for production, the phrase “SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS” shall include, but is not limited to, symbols such as a swastika, flaming cross, “88”, the confederate flag, twin lightning bolts, the “iron cross”, or the “Nazi eagle”; and slogans including “white power” or “fourteen words”).

**RESPONSE TO REQUEST FOR PRODUCTION NO. 83**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrases “DOCUMENTS ... regarding SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS,” “‘SYMBOLS AND SLOGANS OF WHITE SUPREMACIST HATE GROUPS’ shall include, but is not limited to, symbols such as a swastika, flaming cross, ‘88’, the confederate flag, twin lightning bolts, the ‘iron cross’, or the ‘Nazi eagle’,” and “slogans including ‘white power’ or ‘fourteen words’.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent that it seeks documents not relevant to any party’s claims or defenses or that are not proportional to the needs of this case, especially given that this request seeks the production of documents unrelated to Plaintiff and during periods when Plaintiff did not work at Tesla. The request impermissibly seeks “me too” evidence that is not relevant to the claims and defenses in this case. Defendant objects to this request to the extent it seeks the production of electronically stored information (including, but not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims in this action. Defendant also objects to this request to the extent that it seeks documents protected by the attorney-client privilege, the attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this request to the extent it calls for documents that are protected from disclosure by third party privacy rights under the Federal and California constitutions and applicable statutes.

**REQUEST FOR PRODUCTION NO. 84**

Please produce all DOCUMENTS reflecting complaints from other employees at the TESLA FACTORY about Plaintiff Owen Diaz’s attitude or demeanor.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 84**

Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain, vague and ambiguous, including, but not limited to, its use of the phrase “complaints from other employees at the TESLA FACTORY about Plaintiff Owen Diaz’s attitude or demeanor.” Defendant further objects to this request as burdensome, oppressive and harassing to the extent

1 that it seeks documents not relevant to any party's claims or defenses or that are not proportional  
2 to the needs of this case, especially given that this request seeks the production of documents  
3 "reflecting" other documents. Defendant objects to this request to the extent it seeks the  
4 production of electronically stored information (including, but not limited to emails, texts and  
5 meta-data) as burdensome, costly and oppressive in the context of and in proportion to the claims  
6 in this action. Defendant also objects to this request to the extent that it seeks documents  
7 protected by the attorney-client privilege, the attorney work product doctrine and/or other  
8 privileges, protections, or doctrines of similar effect. Defendant objects to this request to the  
9 extent it calls for documents that are protected from disclosure by third party privacy rights under  
10 the Federal and California constitutions and applicable statutes.

11 Subject to and without waiving objections, Defendant responds: Subject to and without  
12 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
13 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
14 and Defendant reserves its right to supplement its response to this request.

15 **REQUEST FOR PRODUCTION NO. 85**

16 Please produce all DOCUMENTS that support any defense YOU have pleaded or will  
17 plead in this action.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 85**

19 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
20 vague and ambiguous, including, but not limited to, its use of the phrase "DOCUMENTS that  
21 support any defense YOU have pleaded or will plead in this action." Defendant objects to this  
22 request to the extent it seeks the production of electronically stored information (including, but  
23 not limited to emails, texts and meta-data) as burdensome, costly and oppressive in the context  
24 of and in proportion to the claims in this action. Defendant also objects to this request to the  
25 extent that it seeks documents protected by the attorney-client privilege, the attorney work  
26 product doctrine and/or other privileges, protections, or doctrines of similar effect. Defendant  
27 objects to this request to the extent it calls for documents that are protected from disclosure by  
28 third party privacy rights under the Federal and California constitutions and applicable statutes.

1 Subject to and without waiving objections, Defendant responds: Subject to and without  
2 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
3 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
4 and Defendant reserves its right to supplement its response to this request.

5 **REQUEST FOR PRODUCTION NO. 86**

6 Please produce all DOCUMENTS sent to YOU by Citistaff Solutions, Inc. regarding  
7 PLAINTIFF Owen Diaz.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 86**

9 Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
10 vague and ambiguous, including, but not limited to, its use of the phrase “DOCUMENTS sent to  
11 YOU by Citistaff Solutions, Inc. regarding PLAINTIFF Owen Diaz.” Defendant further objects  
12 to this request as burdensome, oppressive and harassing to the extent that it seeks documents not  
13 relevant to any party’s claims or defenses or that are not proportional to the needs of this case.  
14 Defendant objects to this request to the extent it seeks the production of electronically stored  
15 information (including, but not limited to emails, texts and meta-data) as burdensome, costly and  
16 oppressive in the context of and in proportion to the claims in this action. Defendant also objects  
17 to this request to the extent that it seeks documents protected by the attorney-client privilege, the  
18 attorney work product doctrine and/or other privileges, protections, or doctrines of similar effect.  
19 Defendant objects to this request to the extent it calls for documents that are protected from  
20 disclosure by third party privacy rights under the Federal and California constitutions and  
21 applicable statutes. Defendant objects to this request to the extent it seeks the production of  
22 documents that are equally available to Plaintiff.

23 Subject to and without waiving objections, Defendant responds: Subject to and without  
24 waiving its objections, Defendant responds: Defendant will produce responsive documents in its  
25 possession, custody and control, if any, to the extent they can be located. Discovery is continuing,  
26 and Defendant reserves its right to supplement its response to this request.

27 **REQUEST FOR PRODUCTION NO. 87**

28 Please produce all DOCUMENTS sufficient to reflect your present financial condition,

1 including but not limited to, audited financial statements.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 87**

3       Objection. Defendant objects to this request on the grounds that it is overbroad, uncertain,  
 4 vague and ambiguous, including, but not limited to, its use of the phrase “DOCUMENTS  
 5 sufficient to reflect your present financial condition, including but not limited to, audited  
 6 financial statements.” Defendant further objects to this request as burdensome, oppressive and  
 7 harassing on the grounds that it seeks documents not relevant to any party’s claims or defenses  
 8 or that are not proportional to the needs of this case. Defendant objects to this request to the  
 9 extent it seeks the production of electronically stored information (including, but not limited to  
 10 emails, texts and meta-data) as burdensome, costly and oppressive in the context of and in  
 11 proportion to the claims in this action. Defendant also objects to this request to the extent that it  
 12 seeks documents protected by the attorney-client privilege, the attorney work product doctrine  
 13 and/or other privileges, protections, or doctrines of similar effect. Defendant objects to this  
 14 request to the extent it seeks documents that are private, confidential, business sensitive and/or  
 15 protected as a trade secret.

16 Date: May 29, 2019

FISHER & PHILLIPS LLP

17  
 18 By: /s/ Juan C. Araneda  
 19 JUAN C. ARANEDA  
 20 Attorneys for Defendant  
 21 nextSource, Inc  
 22  
 23  
 24  
 25  
 26  
 27  
 28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**VERIFICATION**

I have read the foregoing **DEFENDANT NEXTSOURCE, INC. RESPONSE TO PLAINTIFF OWEN DIAZ'S INTERROGATORIES – SET ONE** and know its contents.

I am Chief Financial Officer of nextSource, Inc., a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on May 23, 2019, at Nashville, Tennessee.

I declare under penalty of perjury that the foregoing is true and correct.



Kevin McGinn  
Chief Financial Officer  
nextSource, Inc.



**CERTIFICATE OF SERVICE**

I, the undersigned, am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action; am employed with the law offices of Fisher & Phillips LLP and my business address is One Embarcadero Center, Suite 2050, San Francisco, California, 94111.

On May 29, 2019, I served the foregoing document entitled **DEFENDANT NEXTSOURCE, INC.'S RESPONSE TO PLAINTIFF OWEN DIAZ'S REQUEST FOR PRODUCTION OF DOCUMENTS – SET ONE** on the parties listed below as follows:

Lawrence A. Organ Navruz Avloni California Civil Rights Law Group 332 San Anselmo Avenue San Anselmo, CA 94960-2664	Attorneys for Plaintiffs DEMETRIC DIAZ, OWEN DIAZ and LAMAR PATTERSON  Tel.: (415) 453-4740 Fax: (415) 785-7352 Email: <a href="mailto:larry@civilrightsca.com">larry@civilrightsca.com</a> <a href="mailto:navruz@civilrightsca.com">navruz@civilrightsca.com</a>
---	---

☒ **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept service by electronic transmission, I electronically served the above-described document to the parties on the service list above.

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed May 29, 2019 at San Francisco, California.

\_\_\_\_\_  
/s/  
Catherine Schmitz

**CERTIFICATE OF SERVICE**

I, the undersigned, am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action; am employed with the law offices of Fisher & Phillips LLP and my business address is One Embarcadero Center, Suite 2050, San Francisco, California 94111-3712.

On May 29, 2019 I served the foregoing document entitled **DEFENDANT NEXTSOURCE, INC.'S RESPONSE TO PLAINTIFF OWEN DIAZ'S REQUEST FOR PRODUCTION OF DOCUMENTS – SET ONE** on the below listed parties in sealed envelope(s) addressed as follows:

Tracey A. Kennedy Sheppard Mullin 333 South Hope St., 43rd Flr. Los Angeles, CA 90071	Attorneys for Defendant TESLA, INC.  <a href="mailto:tkennedy@sheppardmullin.ocm">tkennedy@sheppardmullin.ocm</a>
Gary T. Lafayette Cheryl A. Stevens Lafayette & Kumagai 1300 Clay St., Ste. 810 Oakland, CA 94612	Attorneys for Defendant CITISTAFF SOLUTIONS  <a href="mailto:glafayette@lkclaw.com">glafayette@lkclaw.com</a> <a href="mailto:cstevens@lkclaaw.com">cstevens@lkclaaw.com</a>
Fenn C. Horton, III Helene Anastasia Simvoulakis Pahl & McKay 225 West Santa Clara St., Ste. 1500 San Jose, CA 95113	Attorneys for Defendant WEST VALLEY STAFFING GROUP  <a href="mailto:fhorton@pahl-mccay.com">fhorton@pahl-mccay.com</a> <a href="mailto:hsimvoulakis@pahl-mccay.com">hsimvoulakis@pahl-mccay.com</a>

☒ **[by MAIL]** - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed May 29, 2019 at San Francisco, California.

\_\_\_\_\_  
/s/  
Catherine Schmitz

# Exhibit

# 13

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

- - - - -  
DEMETRIC DIAZ, OWEN DIAZ, and )  
LAMAR PATTERSON, )  
Plaintiffs, ) CASE NO.  
vs. ) 3:17-CV-06748-WHO  
TESLA, INC. dba TESLA MOTORS, )  
INC.; CITISTAFF SOLUTIONS, )  
INC.; WEST VALLEY STAFFING )  
GROUP; CHARTWELL STAFFING )  
SERVICES, INC.; and DOES 1-50, )  
inclusive, )  
Defendants. )  
- - - - -

DEPOSITION OF MICHAEL JOHN WHEELER

WEDNESDAY, JUNE 12, 2019

Reported by:  
BY: MELINDA M. SELLERS, CSR# 10686, RMR, CRC, CRR, CCRR

MICHAEL JOHN WHEELER

June 12, 2019

1 APPEARANCES OF COUNSEL:

2 FOR PLAINTIFFS:

3 CALIFORNIA CIVIL RIGHTS LAW GROUP

4 BY: LAWRENCE A. ORGAN, ATTORNEY AT LAW

5 332 San Anselmo Avenue

6 San Anselmo, California 94960-2664

7 Telephone: (415) 453-4740

8 Email: larry@civilrightsca.com

9

10 FOR DEFENDANT TESLA, INC.:

11 SHEPPARD MULLIN RICHTER & HAMPTON LLP

12 BY: PATRICIA M. JENG, ATTORNEY AT LAW

13 Four Embarcadero Center, 17th Floor

14 San Francisco, California 94111-4109

15 Telephone: (415) 434-9100

16 Email: pjeng@sheppardmullin.com

17

18 FOR DEFENDANT NEXTSOURCE, INC.:

19 FISHER PHILLIPS LLP

20 BY: VINCENT J. ADAMS, ATTORNEY AT LAW

21 One Embarcadero Center, Suite 2050

22 San Francisco, California 94111

23 Telephone: (415) 490-9036

24 Email: vadams@fisherphillips.com

25

MICHAEL JOHN WHEELER

June 12, 2019

1 APPEARANCES OF COUNSEL (CONTINUED):

2 FOR DEFENDANT CITISTAFF SOLUTIONS, INC.:

3 LAFAYETTE & KUMAGAI

4 BY: SUSAN T. KUMAGAI, ATTORNEY AT LAW

5 1300 Clay Street, Suite 810

6 Oakland, California 94612

7 Telephone: (415) 357-4600

8 Email: skumagai@lkclaw.com

9

10 ALSO PRESENT:

11 SAJA SPEARMAN, INTERN/VIDEOGRAPHER

12

13

14

15

16

17

18

19

20

21

22

23

24

25

MICHAEL JOHN WHEELER

June 12, 2019

1           **A.     Mm-hmm.**

2           Q.     Is that right?

3           **A.     Yes.**

4           Q.     And I think we said that was in either the  
5     September/October 2015 time frame that you moved up  
6     to supervisor --

7           **A.     Yes.**

8           Q.     -- is that right?

9                     Okay. And when you moved up to supervisor,  
10    the supervisor position wasn't necessarily an  
11    employee or a direct employee of Tesla, right?

12          **A.     No.**

13          Q.     And tell me what the job duties were of the  
14    supervisor position?

15          **A.     So I managed the other 22 employees that**  
16    **worked graveyard with me, making sure that they were**  
17    **on time, they were following the protocols, safety,**  
18    **lunch times were monitored, putting together plans**  
19    **and working with Tesla employees to make the**  
20    **recycling process better. And then, of course,**  
21    **disciplinary.**

22          Q.     Okay. So you would do, like, performance  
23    appraisals or things like that?

24          **A.     I would do all the way up to termination.**

25          Q.     As the supervisor, did you have authority

MICHAEL JOHN WHEELER

June 12, 2019

1 to terminate --

2 A. Yes.

3 Q. -- people under you?

4 A. Mm-hmm. There are a few, yes, employees  
5 that I did have to ask to leave.

6 Q. Okay. And when you asked people to leave,  
7 did Tesla have input on that process?

8 A. Josue and that circle, upper circle, yes,  
9 they could. For the most part anyone that I asked  
10 to leave was a pretty serious offense.

11 Q. Okay. But in terms of terminating  
12 employees, you would always consult with the -- the  
13 managers from Tesla; is that right?

14 A. No. I would talk to -- I'd send the emails  
15 out to the appropriate channels, but very rarely did  
16 they respond.

17 Q. Okay.

18 A. A lot of those cases at Tesla are  
19 cut-and-dry. We have people that bring guns to  
20 Tesla. We have people that bring cocaine to Tesla.  
21 We have people fornicating at Tesla. So it's --  
22 it's usually an easy fix.

23 Q. Okay. In terms of the policies that you  
24 were enforcing as the supervisor in the recycling --  
25 is it okay if I call it recycling?



MICHAEL JOHN WHEELER

June 12, 2019

1           **A.     Yeah, that's fine.**

2           Q.     Okay. In terms of the policies that you  
3     were enforcing in recycling at the Tesla factory,  
4     those policies included the policies that Tesla had;  
5     is that correct?

6           **A.     Correct.**

7           Q.     And --

8           **A.     To be specific is OSHA standards.**

9           Q.     Okay. But Tesla also had some of its own  
10    policies relative to conduct in the factory; is that  
11    correct?

12          **A.     They did.**

13          Q.     And did you enforce Tesla's policies  
14    relative to conduct in the factory?

15          **A.     I tried.**

16          Q.     Okay.

17          **A.     But Tesla does not enforce their own  
18    policies.**

19          Q.     Okay. When you say Tesla doesn't enforce  
20    its own policies, what do you mean by that?

21          **A.     So Josue and anyone above them -- I don't**  
22    **know if we want to jump straight into the deep end**  
23    **of things, but I had associates that were not**  
24    **African-American who, one, took an eight-hour lunch**  
25    **break and received no disciplinary action, even**

MICHAEL JOHN WHEELER

June 12, 2019

1 though everyone was aware of it.

2 I had another employee who took a picture  
3 of an associate who was sleeping during his break.  
4 That associate came and spoke to me. I went and  
5 took -- spoke to the individual who took the  
6 picture. He called me the N-word. I reported it.  
7 He got a promotion.

8 So that would be my meaning.

9 Q. You were called the N-word?

10 A. Oh, yes.

11 Q. On more than one occasion?

12 A. This was the -- no. This was the one that  
13 stands out the most.

14 Q. Who was the person who called you the  
15 N-word?

16 A. This was Jesus. I cannot remember his last  
17 name.

18 (Viewing cell phone.)

19 Q. You might have it in your phone?

20 A. Possibly.

21 Q. Okay.

22 A. (Viewing cell phone.)

23 I do not.

24 Q. Okay. So was Jesus a Chartwell employee or  
25 was he an employee of Tesla?

MICHAEL JOHN WHEELER

June 12, 2019

1           A.    He was either Chartwell or Flagship.

2           Q.    Okay. Tell me about this incident where  
3           Jesus called you the N-word.

4           A.    I was -- it was pretty cut-and-dry. I went  
5           to speak with him about what had happened, to let  
6           him know that it was inappropriate to take pictures  
7           of other associates, but it was also inappropriate  
8           to take pictures of associates while they're  
9           off-duty.

10                   He tried to justify his actions by saying,  
11           "Well, he was sleeping. He's not allowed to sleep."

12                   I reminded him that he was not in any  
13           position of authority and he needed to delete the  
14           picture.

15                   And then he turns around, says, you know --  
16           I'm sorry. Anyway, calls me the N-word and walks  
17           off.

18                   I report that to the Tesla supervisors and  
19           also to Ramon Martinez, and that was that. Nothing  
20           happened.

21                   Shortly after that, he was given his own  
22           position as a supervisor in a different section. So  
23           still working for recycling, but just a little  
24           further removed.

25           Q.    Okay. So if I get this right, can you

MICHAEL JOHN WHEELER

June 12, 2019

1 remember exactly what Jesus said when he called you  
2 the N-word?

3 **A. Not verbatim.**

4 Q. What's your best recollection of what Jesus  
5 said when he called you the N-word after you told  
6 him not to take the pictures?

7 **A. Would have been "F-U" and then the N-word.**

8 Q. So "F-U, N-word," is what he said --

9 **A. Mm-hmm.**

10 Q. Is that correct?

11 **A. Mm-hmm.**

12 Q. The N-word that he used, was it the "e-r"  
13 version?

14 **A. It was the "e-r," yes.**

15 Q. Not that either version is okay.

16 **A. I'm glad --**

17 Q. I'm just trying to clarify.

18 **A. -- we're making that distinction. It's**  
19 **important.**

20 Q. Yeah, okay.

21 So do you remember when this occurred that  
22 Jesus called you the N-word?

23 **A. I do not. I remember where it occurred,**  
24 **but I don't remember when.**

25 Q. Okay. Let's get to that.

MICHAEL JOHN WHEELER

June 12, 2019

1           **A.    I can't remember what Owen called me.**

2           Q.    Okay.  So you informed Ramon Martinez that  
3           you had been called the N-word.  And as far as you  
4           know, nothing negative happened to Jesus after that,  
5           correct?

6           **A.    As far as I know.**

7           Q.    In fact, what you know is that Jesus  
8           received a promotion after that; is that correct?

9           **A.    Very closely after that, yes.**

10          Q.    So after you informed Ramon Martinez that  
11          Jesus had called you the N-word, you found out that  
12          Jesus received a promotion to supervisor; is that  
13          correct?

14          **A.    Correct.**

15          Q.    And Jesus was working in the recycling  
16          area; is that correct?

17          **A.    Correct.**

18          Q.    Or on the recycling team --

19          **A.    Yes.**

20          Q.    -- I think is how you refer to it?

21          **A.    Yes.**

22          Q.    Do you know whether Jesus' title was  
23          supervisor, or was it lead, or was it -- do you  
24          know?

25          **A.    I was told supervisor.  Definitely not**

MICHAEL JOHN WHEELER

June 12, 2019

1 **lead.**

2 Q. Okay.

3 **A. Now, did I see it on paper? I did not.**

4 Q. Okay. So your best recollection -- strike  
5 that.

6 You were told that Jesus received a  
7 promotion to the supervisor level; is that correct?

8 **A. Told and saw. So I did see him functioning**  
9 **in his new position.**

10 Q. Okay. So you also observed Jesus  
11 functioning in the position of supervisor; is that  
12 right?

13 **A. Correct.**

14 Q. And do you know whether Jesus was a  
15 employee of Chartwell or of Tesla?

16 **A. Like I said, I do -- my best memory says he**  
17 **was more Flagship. I don't think he was with**  
18 **Chartwell.**

19 Q. Flagship, okay. Sorry.

20 **A. Yes, he was with Flagship.**

21 Q. Okay. And then you said you also told  
22 Josue from Tesla about being called the N-word by  
23 Jesus, correct?

24 **A. Correct.**

25 Q. And tell me about your complaint to Josue

1 about being called the N-word.

2 A. It would have been along the lines of --  
3 well, so I would have -- I inquired about what the  
4 rule is about taking pictures to see if I was in the  
5 wrong of, you know, confronting Jesus.

6 He also confirmed that you are not to take  
7 pictures of other employees. And it's the same  
8 thing. They said they would talk to him.

9 Q. So you talked to Josue. And any -- who  
10 else did you talk to in addition --

11 A. Just Ramon and Josue.

12 Q. Okay. And how soon after you complained to  
13 Ramon Martinez did you complain to Josue?

14 A. It would have been on the same day. I'm  
15 not --

16 Q. Okay.

17 A. -- one to wait.

18 Q. Do you remember Josue's last name?

19 A. Torres.

20 Q. Torres, okay.

21 A. T-o-r-r-e-s.

22 Q. Okay. And what was Josue Torres' position?

23 A. He would have been environmental  
24 sustainability supervisor.

25 Q. But Josue was an employee of Tesla; is that

MICHAEL JOHN WHEELER

June 12, 2019

1 And for him to sit there and lie to me and do what  
2 he did, they just stopped talking to him after that.

3 Q. Okay. In terms of Ramon Martinez, did you  
4 ever hear him use the N-word towards anyone else?

5 A. No. But as he's bilingual, whenever -- and  
6 I mean this in the most non-, I don't know,  
7 opinionated way. So if you are not a Spanish  
8 speaker or people aren't sure if you are, when you  
9 come around and they're talking, they'll switch to  
10 their native language so that you can't listen to  
11 their conversations. This happens in Tesla, outside  
12 of Tesla.

13 Q. Did you ever heard the word "negra"? Ever  
14 heard that?

15 A. Not that I was listening, but no.

16 Q. "Miyate," ever hear that word from them?

17 A. I hear that all the time, so I can't tell  
18 you from who I hear it from.

19 Q. Okay. So after you -- let's go back to the  
20 conversation you had with Josue Torres about  
21 complaining about Jesus calling you the N-word.

22 A. Mm-hmm.

23 Q. Where did that conversation take place?

24 A. I do not remember. I remember trying to  
25 trek -- track Ramon down because we're always in



MICHAEL JOHN WHEELER

June 12, 2019

1           A.    Yes and no. So I had a little cart that I  
2   drove around, and so I wouldn't be -- I would be  
3   moving too fast to really drop into a conversation.

4           Q.    I see. Okay.

5                But it sounded like you did hear the N-word  
6   used at other times in the factory --

7           A.    Yeah.

8           Q.    -- is that correct?

9           A.    During breaks or outside when they're  
10   smoking or in passing, coming into the factory.

11          Q.    And do you remember who the people were who  
12   you heard using the N-word?

13          A.    Everybody. Blacks, whites, Mexican.

14          Q.    Okay. And you said that you didn't think  
15   it was used in an aggressive way?

16          A.    Not at all.

17          Q.    So when you were overhearing it, you were  
18   hearing it more like, "Hey, how's my N-word," or  
19   that kind of thing?

20          A.    Yeah.

21          Q.    And the N-word with an "A"?

22          A.    "A," correct.

23          Q.    Right.

24                However, N-word with an "A" can still be  
25   offensive to an African-American, right?

MICHAEL JOHN WHEELER

June 12, 2019

1           **A.     Could be, yes.**

2           Q.     Okay. Certainly the e-r version of the  
3     N-word you heard is always offensive, correct?

4           **A.     Correct.**

5           Q.     And you found it offensive. And Jesus used  
6     the N-word towards you, right?

7           **A.     Yes.**

8           Q.     And in terms of what Josue said to you  
9     about what he would do about the fact that you had  
10    been called the N-word, tell me, again, what did he  
11    say he would do?

12          **A.     That would have been in an email.**

13          Q.     An email?

14          **A.     Yeah.**

15          Q.     So you complained to Josue in an email?

16          **A.     Yes. If you could -- I don't know if we --**  
17    if we could get to the phone, if we could get to a  
18    supervisor phone -- if you could get into my email,  
19    so much more could be taken care of.

20          Q.     I see.

21          **A.     But right after I was terminated, they had**  
22    **me turn in my phone.**

23          Q.     Okay. But the email goes through a  
24    electronic service, so --

25          **A.     Yes.**

MICHAEL JOHN WHEELER

June 12, 2019

1 that -- tell me what that might mean, if you know.

2 A. I wouldn't say the operators were  
3 recycling.

4 Q. Okay.

5 A. They literally stayed in the elevator all  
6 day, taking Tesla products and recycling products  
7 upstairs and downstairs --

8 Q. Okay.

9 A. -- but never did they need to move anything  
10 other than off or onto the elevator. So they did  
11 not break down boxes or sort or anything of that  
12 caliber.

13 Q. Okay. Did you actually supervise Owen Diaz  
14 in any way?

15 A. I was above Owen. I never needed to do  
16 more than ask him, "Hey, can you bring something  
17 down? Can you take this up?"

18 Q. Okay. So you had an ability to at least  
19 direct Owen's work, but you didn't have  
20 responsibility for his -- for -- direct supervision  
21 of his work? Or tell me what your leadership was.

22 A. So I was technically Owen's superior.

23 Q. Okay.

24 A. And if I needed him to do something, that  
25 would have been the chain of command.

MICHAEL JOHN WHEELER

June 12, 2019

1     **factory.**

2           Q.     Okay.

3           **A.     For instance, there was an incident where**  
4     **the cart I told you about I drove around as a**  
5     **supervisor, someone put feces on my seat, which I**  
6     **later then sat in because I don't check my seat**  
7     **before I sit down because that's the last thing I**  
8     **was expecting to be there.**

9           Q.     Okay.   Let me -- let's go incident by  
10    incident.

11                   So you told Owen about an incident where  
12    someone had put some feces in your seat; is that  
13    right?

14           **A.     I told everyone about that incident. I**  
15    **sent out a very long email to Victor and anyone on**  
16    **that thread, asking -- and security as well, asking**  
17    **for them to check the cameras because this is**  
18    **unacceptable.**

19           Q.     Right.   Do you think that someone put the  
20    feces -- strike that.

21                   This cart was your cart?

22           **A.     This was my cart.**

23           Q.     Okay.   So people would -- people who you  
24    worked with would know that it was your cart?

25           **A.     Everyone knew it was my cart.**

MICHAEL JOHN WHEELER

June 12, 2019

1 Q. Okay. And then you sat in human feces?

2 A. Slid right into -- I don't know what type.

3 Q. Okay.

4 A. I didn't --

5 Q. Okay. You didn't test it?

6 A. No.

7 Q. Okay. So you sat on feces that had been  
8 put on your seat; is that right?

9 A. Correct.

10 Q. Then after this happened you sent an email  
11 to Victor Quintero, to security, and to others?

12 A. To everybody.

13 Q. Okay.

14 A. The whole management because I was -- I was  
15 enrage -- I was so -- like, I was very upset. I had  
16 gone to lunch, came back.

17 And what upset me even more is security  
18 said, "We can't see anything. We can't see where  
19 your car was parked," which I know for a fact is a  
20 lie because at the front of the Tesla building, the  
21 main facility, Elon has his speedsters -- his  
22 Roadsters there, the main ones, his first cars. My  
23 car was parked within 10 to 15 feet of those cars at  
24 the charging station that's right there. So --

25 Q. Is it like a golf cart? Is that what it --

MICHAEL JOHN WHEELER

June 12, 2019

1           A.    It's not a golf cart with a top on it, but  
2   it was a green cart with a grill and then a black  
3   bed for the back.

4           Q.    That you could carry things around in?

5           A.    Yes.

6           Q.    Okay. After you sent the email to Victor  
7   Quintero, did you ever get any kind of response from  
8   him about the feces in your seat?

9           A.    Not that I remember. I remember security  
10   said there's nothing -- "We can't see anything."

11                   And I'm pretty sure I threw a stink about  
12   that. I don't know for how long after. Not, like,  
13   anything crazy. I didn't go, "Oh. Was it you? Was  
14   it you?" No.

15                   But I do remember trying to push more to  
16   see what was -- like, what was going on.

17           Q.    And you took pictures of the feces in your  
18   cart?

19           A.    I did.

20           Q.    Right.

21           A.    On the Tesla phone.

22           Q.    And you sent copies of the pictures to  
23   Victor Quintero?

24           A.    Should be in the email.

25           Q.    Okay.

MICHAEL JOHN WHEELER

June 12, 2019

1           **A. I feel like -- I hope I attached that in**  
2           **the email.**

3           Q.    Okay. After this incident with the feces  
4           on the seat, did anything -- was there anything else  
5           other than that that happened to you, other than  
6           that and the N-word incident that you felt was --  
7           well, strike that.

8                    Do you think that the feces was put on your  
9           seat in part because you were African-American?

10           **A. I could assume that, but I can't say for**  
11           **sure. So I will not say that. I will say it was an**  
12           **act against me, but it could have been anyone.**

13           Q.    What was the timing of that? Do you  
14           remember when that was?

15           **A. Timing --**

16           Q.    The feces on the seat.

17           **A. It would have had to have been 2:00 a.m. to**  
18           **3:00, in between there. Would have been when I**  
19           **would have taken my lunch.**

20           Q.    Okay. In terms of -- this was after you  
21           became a supervisor --

22           **A. Yes.**

23           Q.    -- right?

24                   And you were issued the cart after you  
25           became a supervisor; is that right?

MICHAEL JOHN WHEELER

June 12, 2019

1 Q. Okay. I'm just gonna -- I'm gonna show you  
2 what's been previously marked as --

3 **A. The pictures --**

4 Q. -- Exhibit 128.

5 I don't know why I only have two copies. I  
6 apologize, Counsel. It's Exhibit 128.

7 So Exhibit 128, for the record, is a  
8 four-page document Bates-stamped TESLA 20 to 24 --  
9 or 23, and it's got some pictures at the end of the  
10 email from Mr. Diaz to Ed Ramiro.

11 Did you ever see the email that was --  
12 that's on page 22, the third page?

13 **A. I did not see the emails --**

14 Q. Okay.

15 **A. -- involving this incident. But I did see**  
16 **the bale.**

17 Q. You saw the actual --

18 **A. I saw the actual bale.**

19 Q. So you saw the bale of cardboard that's in  
20 Exhibit 128 that has the Picaninny and the "Boo"  
21 underneath, correct?

22 **A. Yes.**

23 Q. And tell me, what were the circumstances in  
24 which you happened to see the actual picture, which  
25 is -- I guess a close-up of it is the fourth page of



MICHAEL JOHN WHEELER

June 12, 2019

1 Exhibit 128, which is also TESLA 23?

2 A. So --

3 Q. Why don't you turn to the last page of  
4 Exhibit 128.

5 A. I remember this like it was yesterday.

6 Q. Okay.

7 A. But basically I was working in a different  
8 part of the factory. And I get a phone call from  
9 Owen, and he asks me if I could come over to the  
10 elevator.

11 Q. Okay. Just so we're oriented, his email,  
12 Owen's email, is dated January 22 of 2016. Does  
13 that kind of coincide with when you recall Owen  
14 calling you up?

15 A. As far as -- I mean, he called me to come  
16 look at this.

17 Q. Okay.

18 A. As we had spoken before. So I was his  
19 supervisor.

20 Q. Okay.

21 A. He wanted to make sure that another  
22 supervisor other than Ramon had seen the picture.

23 Q. Okay.

24 A. Or the drawing.

25 Q. Did he know that it was Ramon Martinez who

MICHAEL JOHN WHEELER

June 12, 2019

1     called Ramon over. And we were trying to figure  
2     out --

3           Q.     Let's stick with -- let's -- I want to get  
4     to that.

5           A.     Okay.

6           Q.     But let's stick with, so when you first get  
7     there, you were laughing about it, but because  
8     that's your way of coping with negative things; is  
9     that correct?

10          A.     Correct.

11          Q.     And so you didn't think it was a laughing  
12     matter when you saw this picture, did you?

13          A.     Not after -- because it was a quick  
14     chuckle, not a full -- not a lengthy laugh. But I  
15     did realize it was a serious situation, so I reeled  
16     it in pretty quickly.

17          Q.     And Owen wasn't laughing at all, was he?

18          A.     He was not. Didn't even have a smile on  
19     his face.

20          Q.     Right. He considered this to be -- well,  
21     strike that.

22                 Did he tell you how he viewed this picture  
23     of the Picaninny and the "Boo" underneath?

24          A.     He did.

25                 And, also, I believe Owen is a little older

1 than me, so this would strike him more specifically  
2 than it would my generation of African-Americans.  
3 Where they still use, you know, "spook" and things  
4 of that, you know, nature.

5 Q. Did he tell you -- did Owen tell you that  
6 he thought the "Boo" was short for jigaboo?

7 A. If he did mention it, I wasn't -- I was  
8 more concerned with who, not what at that point.

9 Q. Okay. Okay. But the way you perceived it  
10 as an African-American male, was you still perceived  
11 this as some kind of racial drawing, right?

12 A. I perceived it as spook, "Boo" being  
13 related to spook, not as jigaboo.

14 Q. Okay. And it was still offensive to you as  
15 an African-American male, right?

16 A. Correct.

17 Q. Okay. So and certainly Owen Diaz expressed  
18 to you that he was offended by this drawing, right?

19 A. Yes.

20 Q. And then -- okay. What happens next?

21 A. So Ramon -- we call Ramon over. I want to  
22 say we called Ramon over to figure out what was  
23 going on. At this point -- because I don't think  
24 Ramon drew it --

25 Q. Okay.

MICHAEL JOHN WHEELER

June 12, 2019

1       **threatened to kill him?**

2           Q.     Yeah.

3           **A.     Is that the one?**

4           Q.     Yeah.

5           **A.     Okay.**

6           Q.     You were aware of that --

7           **A.     I was aware of that situation, yes.**

8           Q.     You were also aware that Owen had  
9       complained previously that Ramon Martinez had  
10      threatened him, correct?

11          **A.     I do not recall that.**

12          Q.     Okay. Now, in addition to you, Owen also  
13      had other supervisors; is that correct?

14          **A.     It would have been Ramon.**

15          Q.     Ramon Martinez?

16          **A.     And Israel, the swing shift.**

17          Q.     Okay.

18          **A.     Because I want to say Owen worked from**  
19      6:00 to 6:00.

20          Q.     Yeah.

21          **A.     So he fell on to two different shifts.**

22          Q.     Okay. So because Owen worked 6:00 to 6:00,  
23      he had multiple supervisors; is that correct?

24          **A.     Correct.**

25          Q.     And those supervisors included yourself; is

MICHAEL JOHN WHEELER

June 12, 2019

1 Q. That you painted --

2 A. -- that I painted for the students.

3 Q. Okay. So you told the students that it was  
4 a great place to work, but you really felt it was a  
5 prison?

6 A. I told them it's a great place to work for  
7 engineers.

8 Q. Okay.

9 A. I tell everybody that.

10 Q. Okay. And I -- I guess I'll circle back on  
11 that.

12 Do you remember anybody who had -- anybody  
13 specific who had the swastika tattoos that you were  
14 testifying about?

15 A. I don't know his name.

16 Q. Okay.

17 A. I remember being -- it was -- I think I  
18 spoke to one of my coworkers. I was, like, "Man, we  
19 have some skinheads here." Yeah. But I saw him in  
20 passing. He walked by, and I was looking at his --  
21 he has a full head of tattoos, not just -- not just  
22 the swastika, but a full head of tattoos. I was,  
23 like, how is that even allowed here.

24 Q. Tattoos?

25 A. No. Just -- well, not tattoos. Everyone

MICHAEL JOHN WHEELER

June 12, 2019

1     has tattoos, right? But just, like, taken aback  
2     that that was going unchecked.

3           Q.     The tattoos on the head?

4           A.     The vulgarity of the tattoos on the head.

5           Q.     Did you ever complain about that to  
6     anybody?

7           A.     At this point, no, because I was well aware  
8     of the situation I was in.

9           Q.     Did you complain about the tattoos to  
10    anybody else ever?

11          A.     Not -- just conversation. Just  
12    conversation.

13          Q.     Okay.

14          A.     Not, like, "Oh, I can't believe this is  
15    happening," no.

16          Q.     Do you remember who you had conversations  
17    about the head tattoos with, or any tattoos?

18          A.     No.

19          Q.     Okay. Was it someone in HR?

20          A.     No, not at all.

21          Q.     And then you also mentioned, as part of  
22    your description of Tesla as a prison, that they  
23    wore pants around the ankles.

24          A.     Yes.

25          Q.     Would that be a problem if someone was

MICHAEL JOHN WHEELER

June 12, 2019

1 STATE OF CALIFORNIA )

2 ) ss

3 COUNTY OF CALAVERAS )

4 I hereby certify that the witness in the  
5 foregoing deposition of MICHAEL JOHN WHEELER was by  
6 me duly sworn to testify to the truth, the whole  
7 truth, and nothing but the truth in the  
8 within-entitled cause; that said deposition was taken  
9 at the time and place herein named; that the  
10 deposition is a true record of the witness's  
11 testimony as reported by me, a duly certified  
12 shorthand reporter and a disinterested person, and  
13 was thereafter transcribed into typewriting by  
14 computer.

15 I further certify that I am not interested  
16 in the outcome of the said action, nor connected  
17 with, nor related to any of the parties in said  
18 action, nor to their respective counsel.

19 IN WITNESS WHEREOF, I have hereunto set my  
20 hand this 24th day of June, 2019.

21

22

23

24 \_\_\_\_\_  
MELINDA M. SELLERS, CSR NO. 10686

25 STATE OF CALIFORNIA

# Exhibit

# 14



SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
A Limited Liability Partnership  
Including Professional Corporations  
TRACEY A. KENNEDY, Cal. Bar No. 150782  
333 South Hope Street, 43rd Floor  
Los Angeles, California 90071-1422  
Telephone: 213-620-1780  
Facsimile: 213-620-1398  
Email: tkennedy@sheppardmullin.com

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
A Limited Liability Partnership  
Including Professional Corporations  
PATRICIA M. JENG, Cal. Bar No. 272262  
REANNE SWAFFORD-HARRIS, Cal. Bar No. 305558  
Four Embarcadero Center, 17<sup>th</sup> Floor  
San Francisco, California 94111-4109  
Telephone: 415.434.9100  
Facsimile: 415.434.3947  
Email: pjeng@sheppardmullin.com  
rswafford-harris@sheppardmullin.com

Attorneys for Defendant,  
TESLA, INC. DBA TESLA MOTORS, INC.

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

DEMETRIC DI-AZ, OWEN DIAZ AND  
LAMAR PATTERSON

Plaintiffs,

v.

TESLA, INC. DBA TESLA MOTORS,  
INC., CITISTAFF SOLUTIONS, INC.;  
WEST VALLEY STAFFING GROUP;  
CHARTWELL STAFFING SERVICES,  
INC.; NEXTSOURCE, INC.; and DOES  
1-10, inclusive

Defendants.

Case No. 17-cv-06748-WHO

**DEFENDANT TESLA, INC. DBA TESLA  
MOTORS, INC.'S RESPONSE TO PLAINTIFF  
OWEN DIAZ'S INTERROGATORIES, SET  
THREE**

Amended Complaint Filed: December 26, 2018  
Trial Date: November 18, 2019

1 PROPOUNDING PARTY: Plaintiff OWEN DIAZ  
2 RESPONDING PARTY: Defendant TESLA, INC. DBA TESLA MOTORS, INC.  
3 SET NO.: THREE

4 **PRELIMINARY STATEMENT**

5 Pursuant to Federal Rule of Civil Procedure 33, Defendant Tesla, Inc. dba Tesla Motors,  
6 Inc. ("Defendant") hereby responds to Plaintiff Owen Diaz's ("Plaintiff") Interrogatories, Set  
7 Three.

8 The following responses and objections have been prepared prior to the completion of  
9 Defendant's investigation, discovery, and preparation for trial in this action. The responses and  
10 objections are based only on information, facts, and documents currently available and known to  
11 Defendant. Defendant reserves its right to make changes to the responses and objections if it  
12 appears that omissions or errors have been made in them, or that further and more accurate  
13 information, facts, and/or documents are available, but Defendant is under no obligation to do so.  
14 Defendant also reserves its right to rely upon and/or introduce into evidence at trial or any pre-trial  
15 proceeding any additional information, facts, and/or documents.

16 Defendant's responses and objections are for the purpose of discovery only, and are not an  
17 admission or acceptance that any response, fact, or document is relevant and/or admissible into  
18 evidence. Defendant reserves its right to object to the admissibility of any response, fact, or  
19 document at the time of trial or any pre-trial proceeding.

20 Defendant provides the following responses subject to, and without waiving the foregoing  
21 Preliminary Statement, which is incorporated by reference into each response below.

22 **GENERAL OBJECTIONS**

23 1. Defendant reserves the right to object on any ground at any time to such other or  
24 supplemental Interrogatories, or any other discovery, as Plaintiff may at any time propound  
25 involving the subject matter of the Interrogatories.

26 2. Defendant objects to the Interrogatories on the grounds and to the extent they seek  
27 information outside the possession, custody, or control of Defendant and that is not within  
28 Defendant's personal knowledge.

1           3. Defendant objects to the Interrogatories because they are overbroad and unduly  
2 burdensome, and seek information that is neither relevant nor reasonably calculated to lead to the  
3 discovery of admissible evidence.

4           4. Defendant objects to the Interrogatories on the grounds and to the extent they call  
5 for information which is protected by the by the attorney-client privilege, that was prepared in  
6 anticipation of litigation for trial or is covered by the work product doctrine, or which constitutes  
7 information which is privileged or related to confidential trade secrets or the right or privilege of  
8 privacy (including the freedom of association and financial privacy, the right of privacy held by  
9 non-party individuals with respect to their employment records).

10           Each of these general objections is incorporated by reference into each set of specific  
11 responses to each Interrogatory set forth below. The fact that any of these general objections is set  
12 forth again specifically in response to any of the Interrogatories shall not be construed as a waiver  
13 of any of the other general objections set forth herein.

#### 14                                   **RESPONSE TO INTERROGATORIES**

##### 15           **INTERROGATORY NO. 14:**

16           Please provide the last, best-known contact information of Judy Timbreza.

##### 17           **RESPONSE TO INTERROGATORY NO. 14:**

18           Defendant objects to this request on the grounds that it is overbroad, ambiguous, vague and  
19 uncertain with regard to the phrase “best-known.” Defendant objects that this interrogatory is not  
20 limited in time or scope, and thus is overbroad, unduly burdensome, oppressive, and harassing.  
21 Defendant further objects to the extent this interrogatory is invasive of the privacy rights and  
22 confidentiality of third-party non-litigants. Defendant further objects to the extent this  
23 interrogatory seeks information that is not relevant to the claims or defenses and/or proportional to  
24 the needs of the case, considering the importance of the issues at stake in the action, the amount in  
25 controversy, the parties’ relative access to relevant information, the parties’ resources, the  
26 importance of the discovery in resolving the issues, and whether the burden or expense of the  
27 proposed discovery outweighs its likely benefit.

28

1 Subject to and without waiving any objections, Defendant responds as follows: Judy  
 2 Timbreza was never a Tesla employee. The last known contact information that Tesla has for  
 3 Judy Timbreza is judyannafuan18@gmail.com.

4 **INTERROGATORY NO. 15:**

5 Please DESCRIBE in comprehensive detail each position Judy Timbreza has held during  
 6 his employment at the TESLA FACTORY from 2014 to present. (For the purposes of responding  
 7 to this interrogatory, the term “DESCRIBE” means to list, for each position, the job title, job  
 8 duties, hours worked, and dates the position was held.)

9 **RESPONSE TO INTERROGATORY NO. 15:**

10 Defendant objects to this interrogatory on the grounds that it is vague and ambiguous as to  
 11 the term(s) and/or phrase(s): “comprehensive detail,” “position,” and “employment at TESLA  
 12 FACTORY.” Defendant further objects to the extent this interrogatory is invasive of the privacy  
 13 rights and confidentiality of third-party non-litigants. Defendant further objects to the extent this  
 14 interrogatory seeks information that is not relevant to the claims or defenses and/or proportional to  
 15 the needs of the case, considering the importance of the issues at stake in the action, the amount in  
 16 controversy, the parties’ relative access to relevant information, the parties’ resources, the  
 17 importance of the discovery in resolving the issues, and whether the burden or expense of the  
 18 proposed discovery outweighs its likely benefit. Defendant objects that this interrogatory lacks  
 19 foundation, and assumes facts not in evidence, particularly, that Judy Timbreza had an assigned  
 20 schedule of “hours worked,” and/or recorded the same. Defendant further objects to the extent  
 21 this interrogatory necessitates the preparation or the making of a compilation, abstract, audit, or  
 22 summary.

23 Subject to and without waiving any objections, Defendant responds as follows: Judy  
 24 Timbreza was never a Tesla employee.

25 **INTERROGATORY NO. 16:**

26 Please DESCRIBE in comprehensive detail each position Edward Romero has held during  
 27 his employment at the TESLA FACTORY from 2014 to present. (For the purposes of responding  
 28

1 to this interrogatory, the term “DESCRIBE” means to list, for each position, the job title, job  
2 duties, hours worked, and dates the position was held.)

3 **RESPONSE TO INTERROGATORY NO. 16:**

4 Defendant objects to this interrogatory on the grounds that it is vague and ambiguous as to  
5 the term(s) and/or phrase(s): “comprehensive detail,” “position,” and “employment at TESLA  
6 FACTORY.” Defendant further objects to the extent this interrogatory is invasive of the privacy  
7 rights and confidentiality of third-party non-litigants and/or current or former employees of  
8 Defendant. Defendant further objects to the extent this interrogatory seeks information that is not  
9 relevant to the claims or defenses and/or proportional to the needs of the case, considering the  
10 importance of the issues at stake in the action, the amount in controversy, the parties’ relative  
11 access to relevant information, the parties’ resources, the importance of the discovery in resolving  
12 the issues, and whether the burden or expense of the proposed discovery outweighs its likely  
13 benefit. Defendant objects that this interrogatory lacks foundation, and assumes facts not in  
14 evidence, particularly, that Edward Romero had an assigned schedule of “hours worked,” and/or  
15 recorded the same. Defendant further objects to the extent this interrogatory necessitates the  
16 preparation or the making of a compilation, abstract, audit, or summary.

17 Subject to and without waiving any objections, Defendant responds as follows: Edward  
18 Romero’s position was Janitorial Supervisor, Production Facilities from on or about October 12,  
19 2015 through on or about August 4, 2017.

20 **INTERROGATORY NO. 17:**

21 Please DESCRIBE in comprehensive detail each position Victor Quintero has held during  
22 his employment at the TESLA FACTORY from 2014 to present. (For the purposes of responding  
23 to this interrogatory, the term “DESCRIBE” means to list, for each position, the job title, job  
24 duties, hours worked, and dates the position was held.)

25 **RESPONSE TO INTERROGATORY NO. 17:**

26 Defendant objects to this interrogatory on the grounds that it is vague and ambiguous as to  
27 the term(s) and/or phrase(s): “comprehensive detail,” “position,” and “employment at TESLA  
28 FACTORY.” Defendant further objects to the extent this interrogatory is invasive of the privacy

1 rights and confidentiality of third-party non-litigants and/or current or former employees of  
 2 Defendant. Defendant further objects to the extent this interrogatory seeks information that is not  
 3 relevant to the claims or defenses and/or proportional to the needs of the case, considering the  
 4 importance of the issues at stake in the action, the amount in controversy, the parties' relative  
 5 access to relevant information, the parties' resources, the importance of the discovery in resolving  
 6 the issues, and whether the burden or expense of the proposed discovery outweighs its likely  
 7 benefit. Defendant objects that this interrogatory lacks foundation, and assumes facts not in  
 8 evidence, particularly, that Victor Quintero had an assigned schedule of "hours worked," and/or  
 9 recorded the same. Defendant further objects to the extent this interrogatory necessitates the  
 10 preparation or the making of a compilation, abstract, audit, or summary.

11 Subject to and without waiving any objections, Defendant responds as follows: Victor  
 12 Quintero's position is Manager, Recycling Services from May 12, 2015 through the date of this  
 13 response.

14 **INTERROGATORY NO. 18:**

15 Please DESCRIBE in comprehensive detail each position Ramon Martinez held during his  
 16 employment at the TESLA FACTORY. (For the purposes of responding to this interrogatory, the  
 17 term "DESCRIBE" means to list, for each position, the job title, job duties, hours worked, and  
 18 dates the position was held.)

19 **RESPONSE TO INTERROGATORY NO. 18:**

20 Defendant objects to this interrogatory on the grounds that it is vague and ambiguous as to  
 21 the term(s) and/or phrase(s): "comprehensive detail," "position," and "employment at TESLA  
 22 FACTORY." Defendant further objects that this interrogatory is not limited in time or scope, and  
 23 thus is overbroad, unduly burdensome, oppressive, and harassing. Defendant further objects to the  
 24 extent this interrogatory is invasive of the privacy rights and confidentiality of third-party non-  
 25 litigants and/or current or former employees of Defendant. Defendant further objects to the extent  
 26 this interrogatory seeks information that is not relevant to the claims or defenses and/or  
 27 proportional to the needs of the case, considering the importance of the issues at stake in the  
 28 action, the amount in controversy, the parties' relative access to relevant information, the parties'



resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Defendant objects that this interrogatory lacks foundation, and assumes facts not in evidence, particularly, that Ramon Martinez had an assigned schedule of “hours worked,” and/or recorded the same. Defendant further objects to the extent this interrogatory necessitates the preparation or the making of a compilation, abstract, audit, or summary.

Subject to and without waiving any objections, Defendant responds as follows: Ramon Martinez was not employed by Tesla during the time that plaintiff Owen Diaz or Plaintiff Demetric Di-az worked at Tesla. Ramon Martinez’s position from January 14, 2019 to the date of this response is Lead Material Handler.

**INTERROGATORY NO. 19:**

Please DESCRIBE in comprehensive detail each position Joyce DelaGrande has held during her employment at the TESLA FACTORY. (For the purposes of responding to this interrogatory, the term “DESCRIBE” means to list, for each position, the job title, job duties, hours worked, and dates the position was held.)

**RESPONSE TO INTERROGATORY NO. 19:**

Defendant objects to this interrogatory on the grounds that it is vague and ambiguous as to the term(s) and/or phrase(s): “comprehensive detail,” “position,” and “employment at TESLA FACTORY.” Defendant further objects that this interrogatory is not limited in time or scope, and thus is overbroad, unduly burdensome, oppressive, and harassing. Defendant further objects to the extent this interrogatory is invasive of the privacy rights and confidentiality of third-party non-litigants and/or current or former employees of Defendant. Defendant further objects to the extent this interrogatory seeks information that is not relevant to the claims or defenses and/or proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Defendant objects that this interrogatory lacks foundation, and assumes facts not in evidence, particularly, that Joyce

1 DelaGrande had an assigned schedule of “hours worked,” and/or recorded the same. Defendant  
2 further objects to the extent this interrogatory necessitates the preparation or the making of a  
3 compilation, abstract, audit, or summary.

4 Subject to and without waiving any objections, Defendant responds as follows: Joyce  
5 Delagrande’s position from August 20, 2012 to November 30, 2012 was Production Associate; her  
6 position from December 1, 2012 to June 31, 2013 was Supervisor Manufacturing; her position  
7 from July 1, 2013 to October 30, 2015 was Associate Manager Supply Chain; her position from  
8 October 31, 2015 to July 8, 2017 was Supervisor Supply Chain; and her position from July 9,  
9 2017 to present is Associate Manager Supply Chain.

10 **INTERROGATORY NO. 20:**

11 If Ramon Martinez is no longer working at TESLA, please list all the reasons for his  
12 separation.

13 **RESPONSE TO INTERROGATORY NO. 20:**

14 Defendant objects to this interrogatory on the grounds that it is vague and ambiguous as to  
15 the term(s) and/or phrase(s): “working,” and “separation.” Defendant further objects to the extent  
16 this interrogatory is invasive of the privacy rights and confidentiality of third-party non-litigants  
17 and/or current or former employees of Defendant. Defendant further objects to the extent this  
18 interrogatory seeks information that is not relevant to the claims or defenses and/or proportional to  
19 the needs of the case, considering the importance of the issues at stake in the action, the amount in  
20 controversy, the parties’ relative access to relevant information, the parties’ resources, the  
21 importance of the discovery in resolving the issues, and whether the burden or expense of the  
22 proposed discovery outweighs its likely benefit. Defendant objects to the extent this interrogatory  
23 lacks foundation, and assumes facts not in evidence. Defendant further objects to the extent this  
24 interrogatory necessitates the preparation or the making of a compilation, abstract, audit, or  
25 summary.

26 ///

27 ///

28 ///



1 Subject to and without waiving any objections, Defendant responds as follows: Not  
2 applicable.

3  
4 Dated: May 24, 2019

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

5  
6 By:



TRACEY A. KENNEDY  
PATRICIA M. JENG  
REANNE SWAFFORD-HARRIS

Attorneys for Defendant  
TESLA, INC. dba TESLA MOTORS, INC.

**VERIFICATION**

I, Nicole White, declare as follows:

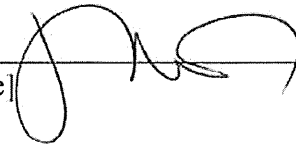
I am HR Program Manager for Defendant TESLA, INC. DBA  
TESLA MOTORS, INC. In that capacity, I am authorized to make this verification on behalf of  
Defendant. I have reviewed and know the contents of the foregoing document entitled:

**DEFENDANT TESLA, INC. DBA TESLA MOTORS, INC.'S RESPONSE TO PLAINTIFF  
OWEN DIAZ'S INTERROGATORIES, SET THREE**

I am informed and believe the matters stated therein are true and on that ground declare  
under penalty of perjury under the laws of the state of California that the same are true and correct.

DATED: June 25<sup>th</sup>, 2019

[Name]



**CERTIFICATE OF SERVICE**

*Demetric Di-Az, et al. v. Tesla, Inc., et al.*  
USDC, Northern District of California, Case No. 3:17-cv-06748-WHO

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of San Francisco, State of California. My business address is Four Embarcadero Center, 17th Floor, San Francisco, CA 94111-4109.

On May 24, 2019, I served true copies of the following document(s) described as:

**DEFENDANT TESLA, INC. DBA TESLA MOTORS, INC.'S RESPONSE TO PLAINTIFF  
OWEN DIAZ'S INTERROGATORIES, SET THREE**

on the interested parties in this action as follows:

**SEE SERVICE LIST**

☒ **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred.

☐ **BY FAX TRANSMISSION:** I faxed a copy of the document(s) to the persons at the fax numbers listed in the Service List. The telephone number of the sending facsimile machine was 415.434.3947. The transmission was reported as complete and without error. No error was reported by the fax machine that I used. A transmission report was properly issued by the sending fax machine.

☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address [eruiz@sheppardmullin.com](mailto:eruiz@sheppardmullin.com) to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ **BY OVERNIGHT DELIVERY:** I enclosed said document(s) in an envelope or package provided by the overnight service carrier and addressed to the persons at the addresses listed in the Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents.

☐ **BY PERSONAL SERVICE:** I personally delivered the document(s) to the person at the addresses listed in the Service List. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.

1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct.

3 Executed on May 24, 2019, at San Francisco, California.  
4

5   
6

7 Elena E. Ruiz  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SERVICE LIST**

Lawrence A. Organ, Esq.  
Navruz Avloni, Esq.

Attorneys for Plaintiffs  
DEMETRIC DI-AZ and OWEN DIAZ

**CALIFORNIA CIVIL RIGHTS LAW GROUP**

332 San Anselmo Avenue  
San Anselmo, CA 94960  
Telephone: 415-453-4740  
Facsimile: 415-785-7352]  
Email: larry@civilrightsca.com  
navruz@civilrightsca.com

Gary T. Lafayette, Esq.  
Cheryl A. Stevens, Esq.  
**LAFAYETTE & KUMAGAI**

Attorneys for Defendant  
CITISTAFF SOLUTIONS, INC.

1300 Clay Street, Suite 810  
Oakland, CA 94612  
Telephone: 415-357-4600  
Email: glafayette@lkclaw.com  
cstevens@lkclaw.com

Jason A. Geller, Esq.  
Juan C. Araneda, Esq.  
Aaron D. Langberg, Esq.

Attorneys for Defendant  
NEXTSOURCE, INC.

**FISHER & PHILLIPS LLP**

One Embarcadero Center, Suite 2050  
San Francisco, CA 94111  
Telephone: 415-490-9000  
Facsimile: 415-490-9001  
Email: jgeller@fisherphillips.com  
jaraneda@fisherphillips.com  
alangberg@fisherphillips.com

Fenn C. Horton III, Esq.  
Helene Simvoulakis-Panos, Esq.

Attorneys for Defendant  
WEST VALLEY STAFFING GROUP

**PAHL & McCAY**

225 West Santa Clara Street, Suite 1500  
San Jose, CA 95113  
Telephone: 408-286-5110  
Facsimile: 408-286-5722  
Email: fhorton@pahl-mccay.com  
hsimvoulakis@pahl-mccay.com

# Exhibit

# 15

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DEMETRIC DI-AZ, OWEN DIAZ,	)	
and LAMAR PATTERSON,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	No. 3:17-cv-06748-WHO
	)	
TESLA, INC., dba TESLA MOTORS,	)	
INC., CITISTAFF SOLUTIONS, INC.;	)	
WEST VALLEY STAFFING GROUP;	)	
CHARTWELL STAFFING SERVICES,	)	
INC.; and DOES 1-50, inclusive,	)	
	)	
Defendants.	)	
	)	

DEPOSITION OF TITUS McCALEB

San Jose, California

Tuesday, June 18, 2019

Reported by:

JANIS JENNINGS, CSR No. 3942, CLR, CCRR

Job No. 38360

TITUS MCCALED

June 18, 2019

1 APPEARANCES:

2

3 On Behalf of Plaintiffs:

4 CALIFORNIA CIVIL RIGHTS LAW GROUP  
5 BY: NAVRUS AVLONI, ESQ.  
6 332 San Anselmo Avenue  
7 San Anselmo, California 94960  
8 415.453.4740  
9 navruz@civilrightsca.com

8

On Behalf of Defendant West Valley Staffing Group:

9

10 PAHL & McCAY  
11 BY: FENN C. HORTON III, ESQ.  
12 225 West Santa Clara Street  
13 Suite 1500  
14 San Jose, California 95113  
15 408.286.5100  
16 fhorton@pahl-mccay.com

13

14

On Behalf of Defendant Tesla, Inc.:

15

16 SHEPPARD MULLIN RICHTER & HAMPTON LLP  
17 BY: PATRICIA M. JENG, ESQ.  
18 Four Embarcadero Center  
19 17th Floor  
20 San Francisco, California 94111  
21 415.434.9100  
22 pjeng@sheppardmullin.com

19

20

On Behalf of Defendant nextSource, Inc.:

21

22 FISHER & PHILLIPS, LLP  
23 BY: JUAN CARLOS ARANEDA, ESQ.  
24 One Embarcadero Center  
25 Suite 2050  
San Francisco, California 94111  
415.490.9000  
jarandeda@fisherphillips.com

25



TITUS MCCALED

June 18, 2019

1 APPEARANCES:

2

3 On Behalf of Defendant CitiStaff Solutions, Inc.:

4 LAFAYETTE & KUMAGAI LLP  
5 BY: SUSAN T. KUMAGAI, ESQ.  
6 1300 Clay Street  
7 Suite 810  
8 Oakland, California 94612  
9 415.357.4600  
10 skumagai@lkclaw.com

11

12 Also Present:

13 TERESA KASSAYAIN, West Valley Staffing Group

14

15

16

17

18

19

20

21

22

23

24

25

TITUS MCCALED

June 18, 2019

1 the B last name is.

2 Q. Burris?

3 A. Burris. Thank you.

4 Q. So you contacted those two people first?

5 A. Yes.

6 Q. Why did you contact Anton Baruh?

7 A. To inform him of the discrimination.

8 Q. What was it about Anton Baruh's position,  
9 as you understood it, that you thought it would be  
10 appropriate to email your timeline to him?

11 A. They were in-house human resources for West  
12 Valley contractors to communicate with at the time, so I  
13 thought that that was the appropriate channels.

14 Q. And the same for Lewis Burris?

15 A. I thought they were part of the same team and  
16 that's what I was instructed.

17 Q. By whom?

18 A. Themselves.

19 Q. Did you have a supervisor while you worked for  
20 West Valley Staffing Group when you were assigned at  
21 Tesla?

22 A. No.

23 Q. What was your job at Tesla?

24 A. I was a production associate, and I also  
25 worked as part of the quality and manufacturing and

TITUS MCCALED

June 18, 2019

1 training team. I worked as a media specialist and I  
2 was a quality inspector.

3 Q. Who was your supervisor for those positions?

4 A. As the production associate, as mentioned,  
5 Josh Vasquez, and Ron, with an L.

6 Q. We'll get the spelling for Ron.

7 A. Thanks.

8 Q. I know who you're talking about.

9 So what did Ron L. supervise you for?

10 A. Well, he took over for Josh. He was the  
11 powertrain, PWT's floor supervisor.

12 Q. And Josh Vasquez had been the powertrain --

13 A. Yeah, for a while.

14 Q. -- supervisor?

15 A. Yes.

16 Q. Okay. Did you have any other supervisors at  
17 Tesla besides those two gentlemen?

18 A. Oh, yeah.

19 Q. Who?

20 A. Maria, she was the supervisor for the  
21 manufacturing and training department; Elon, because he  
22 was part of the media specialist, he took the lead on  
23 most of that stuff.

24 Q. Elon who?

25 A. As in Elon Musk.

TITUS MCCALED

June 18, 2019

1 Disclosures Pursuant to General Order No. 71.

2 (Exhibit 2 marked for identification.)

3 BY MR. HORTON:

4 Q. Have you seen Exhibit 2 before?

5 A. No.

6 Q. All right. I'm going to point you to a  
7 particular section of Exhibit 2. I'd like you to turn  
8 to page 8 of Exhibit 2, and I'd like you to look at  
9 about the middle of the page where it says, "Titus  
10 McCaleb."

11 Do you see that?

12 A. I do see that.

13 Q. Okay. I'll just read it. It says,  
14 "Titus McCaleb," and then to the right of that it  
15 says, "Mr. McCaleb may be contacted through Plaintiffs'  
16 counsel," and then the next column reads:

17 "Mr. McCaleb has knowledge of the  
18 racially harassing, discriminatory,  
19 and retaliatory treatment of Defendant  
20 West Valley's employees at Tesla's  
21 Fremont factory."

22 Do you see that?

23 A. Yes, I do.

24 Q. Okay. Is that statement that I just read  
25 correct?

TITUS MCCALED

June 18, 2019

1           A.     It's accurate, yes.

2           Q.     What do you know about this particular subject  
3     matter?

4                   MS. AVLONI:  Objection.  Compound.  Vague and  
5     ambiguous.  Calls for a narrative.

6                   THE WITNESS:  That there were multiple  
7     racial -- highly racially charged words and slurs,  
8     things posted, etched into places, discriminatory  
9     things.  I've witnessed them, been part of them, been  
10    treated with such, and also experienced the retaliation  
11    for things that I spoke on.

12     BY MR. HORTON:

13           Q.     Anything else?

14                   MS. AVLONI:  Vague and ambiguous.  Calls for a  
15     narrative.

16                   THE WITNESS:  Nothing else.  I don't...

17     BY MR. HORTON:

18           Q.     All right.  What words are you referring to?

19           A.     Are you asking me -- can you rephrase that?  
20     I don't understand.

21           Q.     Well, I'd like you to give me more details  
22     about the list that you just gave to us.  The first item  
23     on your list was "racially charged words."

24           A.     Okay.  So --

25           Q.     Okay?  So what racially charged words did you

TITUS MCCALED

June 18, 2019

1 hear while working at Tesla?

2 A. The N-word with g-g-e-r, which I guess I have  
3 to say for the record it's "nigger" and I've heard the  
4 N-word with the g-g-a, which is "nigga," and other terms  
5 used for other ethnicities that -- yeah, I guess I have  
6 to say them now because we're all here.

7 Q. Yeah, you have to say them.

8 A. People called spic, wetback.

9 Q. I'm sorry. What was that?

10 A. Spic, wetback, gook, yellow-tailed assholes,  
11 faggots, and those fucking queers.

12 My apologies.

13 Q. Do you recall hearing any other similar types  
14 of epithets at Tesla?

15 A. I'm sorry. Can you rephrase that.

16 And I may need to take a moment after this.

17 Q. Okay. Do you recall hearing any other similar  
18 types of epithets while you were working at Tesla?

19 A. Yeah, I'm a little upset. I may need a  
20 minute.

21 MS. AVLONI: Can we take a break?

22 BY MR. HORTON:

23 Q. Well, we might as well get the list out and  
24 then you can take a break. What other words do you  
25 recall?

TITUS MCCALED

June 18, 2019

1 Q. Can you recall any other words?

2 A. No.

3 Q. Okay. Who said the words that you listed?

4 A. A few of my production associates on lines  
5 that I participated on, as well as seeing them scribbled  
6 into stalls and on top of fliers.

7 Q. I'm just interested right now in the words  
8 that you heard spoken. Okay?

9 A. Okay.

10 Q. Who did you hear speak the words that you just  
11 listed that you considered to be racially charged?

12 A. **Production associates, other people on lines,**  
13 **in the cafeterias, and throughout the warehouse, as well**  
14 **as a lead.**

15 Q. Anyone else?

16 A. **Off the top of my head that's all I can**  
17 **recall.**

18 Q. Did you hear anyone you would characterize as  
19 a supervisor saying any of these words while you worked  
20 at Tesla?

21 MS. AVLONI: Calls for a legal conclusion.

22 It's vague and ambiguous as to "a supervisor."

23 **THE WITNESS: One more time with the question.**

24 MR. HORTON: Would you read back the question,  
25 please.

TITUS MCCALED

June 18, 2019

1 Q. Did anybody working for Tesla ever call you a  
2 yellow-tailed asshole?

3 A. No.

4 Q. Did anybody working for Tesla call you a  
5 faggot?

6 A. No.

7 Q. Did anybody working for Tesla call you one of  
8 those fucking queers?

9 A. No.

10 Q. Did anybody working for West Valley say any of  
11 those things to you, to call you one of those things?

12 MS. AVLONI: Objection to the extent it calls  
13 for speculation as to the relationship between the  
14 individual and the entity.

15 You can answer.

16 THE WITNESS: No.

17 BY MR. HORTON:

18 Q. What were the circumstances of you hearing the  
19 word n-i-g-g-e-r at Tesla?

20 A. What were the circumstances --

21 Q. Yes.

22 A. -- for me hearing this?

23 Q. Right.

24 A. Explaining to a person in charge that I was  
25 being called -- I'm going to refer to the word "nigger,"



TITUS MCCALED

June 18, 2019

1 with "g-g-e-r" from here out and the word "nigga" with  
2 "g-g-a" from here out.

3 When I mentioned anything or when I was  
4 referred to with the word g-g-e-r, it was due to  
5 speaking to someone who was supposed to be in charge  
6 about someone talking to me using the term or the  
7 word g-g-a.

8 Q. So when you were complaining about it or  
9 reporting it?

10 A. Reporting it. I was not complaining.

11 Q. You weren't?

12 A. I'm reporting the fact that I don't appreciate  
13 it.

14 Q. Okay. Who actually said the word n-i-g-g-e-r  
15 to you?

16 A. Carlos, a Marcella -- do you need time?

17 MS. AVLONI: I'm sorry, can you read back the  
18 question.

19 (Record read as follows:

20 "Q. Who actually said the word n-i-g-g-e-r  
21 to you?")

22 THE WITNESS: Oh, g-g-e-r. I thought you  
23 said -- so, yes.

24 BY MR. HORTON:

25 Q. Let me restate the question.

TITUS MCCALED

June 18, 2019

1           **A.     Yes, I've heard it spoken.**

2           Q.     And it was spoken as "Nguyen"?

3           **A.     Yes.**

4           Q.     Okay. So Khoi Nguyen called you an  
5     n-i-g-g-e-r?

6           **A.     Yes.**

7           Q.     Did anybody else at Tesla call you an  
8     n-i-g-g-e-r?

9           **A.     No.**

10          Q.     How many times did Khoi Nguyen called you an  
11     n-i-g-g-e-r?

12          **A.     It was just the once.**

13          Q.     Who at Tesla called you n-i-g-g-a, if anybody?

14          **A.     Carlos.**

15          Q.     And what is Carlos' last name?

16          **A.     Unfortunately, I do not remember his last  
17     name.**

18          Q.     Is it your understanding that Khoi Nguyen  
19     worked for Tesla at the time that he called you an  
20     n-i-g-g-e-r?

21          **A.     Yes.**

22                 MS. AVLONI: Objection. Calls for speculation  
23     as to the employment relationship.

24     BY MR. HORTON:

25          Q.     And what was Khoi Nguyen's position when he

TITUS MCCALED

June 18, 2019

1 called you an n-i-g-g-e-r?

2 **A. A lead supervisor -- or a lead. Sorry.**

3 Q. Lead?

4 **A. Just a lead.**

5 Q. A lead what? Lead production associate?

6 **A. Oh, yes.**

7 Q. And how do you know that he was a lead?

8 **A. He was transferred from one line to work on**  
9 **our line.**

10 Q. And that made him a lead, in your mind?

11 **A. The supervisors gave him said title.**

12 Q. Which supervisor gave him that title?

13 **A. Josh.**

14 Q. How did Josh characterize Khoi Nguyen's  
15 position as a lead?

16 **A. How did he characterize it?**

17 Q. Yeah. What did Josh tell you to indicate to  
18 you that Khoi Nguyen was a lead at that time?

19 **A. "Hey, guys, here's Khoi. He's going to be**  
20 **your new lead."**

21 Q. Okay. Did Josh ever refer to Khoi Nguyen as a  
22 supervisor?

23 **A. No.**

24 Q. As far as you understood, did Khoi Nguyen have  
25 the power to fire you?

TITUS MCCALED

June 18, 2019

1 BY MR. HORTON:

2 Q. Did anyone else while you worked at Tesla call  
3 you an n-i-g-g-e-r other than Khoi Nguyen?

4 A. No.

5 Q. And you've identified Carlos as a person at  
6 Tesla who called you an n-i-g-g-a; correct?

7 A. Correct.

8 Q. Did anyone else call you an n-i-g-g-a?

9 A. Yes.

10 Q. Who else called you that?

11 A. Marcello.

12 Q. Who?

13 A. Marcello.

14 Q. Anybody else?

15 A. Colton.

16 Q. Anybody else?

17 A. Giddeon. That's G-i-d-d-e-o-n.

18 Q. -d-d-o-n?

19 A. G-i-d-d-e-o-n.

20 Q. Did anyone else at Tesla call you an  
21 n-i-g-g-a?

22 A. Right now I can't exactly remember a name.

23 Q. But there was one more person?

24 A. I believe so, yes.

25 Q. Can you describe that person?

TITUS MCCALED

June 18, 2019

1 my job."

2 Q. So did she do that?

3 MS. AVLONI: Calls for speculation.

4 THE WITNESS: Yeah, I have no clue.

5 BY MR. HORTON:

6 Q. Were you satisfied with the manner in which  
7 Agnes Lewis dealt with your reporting of Marcello's use  
8 of the nigga word?

9 A. Not at all.

10 Q. And why not?

11 A. Everything that transpired afterwards. My  
12 six-month contract was coming to an end. Tesla sent me  
13 a letter, you know, stating that I was -- congratulating  
14 me that I was going to become a full-time employee.  
15 These situations were being handled supposedly  
16 by Agnes and Brandie To, and everything led on for --  
17 like I said, my contract got extended and all these  
18 different things started happening, and I had no clue  
19 what was going on with Agnes' angle or Brandie's angle.  
20 I didn't get any information and I was wrongfully  
21 terminated and never got any answers from these people  
22 about what their investigations were. Instead I was  
23 told by Agnes at an undisclosed meeting location in  
24 Fremont that she was sorry that she couldn't get the  
25 information and I needed to back off or, per what she

TITUS MCCALED

June 18, 2019

1 was told, that I would be let go. That's where that  
2 led me.

3 Q. Agnes actually told you you have to back off  
4 on your complaint about the use of the n-i-g-g-a word or  
5 you would be terminated?

6 A. Yes. Based on not just the n-i-g-g-a word,  
7 but the complaints that were being filed with Brandie To  
8 and Afton. She met me, like I told you, at an  
9 undisclosed location in Fremont. We met for Indian  
10 food, and that's where the conversation ensued.

11 Q. So you had this offsite lunch with Agnes Lewis  
12 while you were working at Tesla?

13 A. Yes.

14 Q. And where was that Indian restaurant?

15 A. In Fremont. She would have to give you that  
16 location, or I can send it to my lawyer, if she wants.

17 Q. Did she invite you to lunch?

18 A. Yes.

19 Q. Okay. What did you discuss at that lunch?

20 A. The HR complaints that I had already been  
21 filing with her and with Tesla.

22 Q. What specifically did she say to you about  
23 those complaints during this lunch?

24 A. That if I did not back off from all of the,  
25 you know, accusations and things that I was bringing up,

TITUS MCCALED

June 18, 2019

1 was thinking, so I can't answer that.

2 Q. What did you understand -- what did you  
3 understand Agnes Lewis was telling you you should do at  
4 this lunch?

5 A. That I needed to leave my mouth shut and just  
6 go to work if I wanted to have that job.

7 Q. When did you have this lunch with Agnes Lewis?

8 A. The exact date, I could not give you.

9 Q. Can you give me an approximate date?

10 A. It was roughly between the acceptance letter  
11 from Tesla and the time that I was let go.

12 Q. So sometime during your employment at Tesla?

13 MS. AVLONI: Misstates prior testimony.

14 I think there's some confusion in regards to  
15 the acceptance letter from Tesla.

16 THE WITNESS: Oh, sorry. I'll rephrase that  
17 for you then.

18 The "Congratulations, you've been hired"  
19 versus the West Valley acceptance letter of, you know,  
20 "Come do six months under a West Valley contract," later  
21 after my six-month contract was up, Tesla sent me a  
22 separate email stating, "Congratulations, we want to  
23 hire you on as a Tesla employee."

24 BY MR. HORTON:

25 Q. And so that was at the conclusion of your

TITUS MCCALED

June 18, 2019

1 BY MR. HORTON:

2 Q. At the conclusion of your interview what were  
3 you told?

4 A. **"Congratulations."**

5 Q. Who told you that?

6 A. **The interviewer.**

7 Q. Yeah. Who was it that told you that,  
8 "Congratulations"?

9 A. **The interviewer.**

10 Q. Right. Who was that?

11 A. **The interviewer.**

12 Q. And you don't know who it was?

13 MS. AVLONI: Asked and answered.

14 **THE WITNESS: As I stated, I did not remember**  
15 **or recall the interviewer's name.**

16 BY MR. HORTON:

17 Q. Do you recall the interviewer's position at  
18 Tesla?

19 A. I don't recall the interviewer's name so I  
20 don't recall their position.

21 Q. What exactly did they say? Just  
22 "Congratulations"?

23 A. **"Congratulations and we will be talking about**  
24 **this later. You can go back to your line." That was**  
25 **that.**



TITUS MCCALED

June 18, 2019

1 Q. Did you ever hear from Tesla again?

2 A. About the position or --

3 Q. Yeah, about the position.

4 A. No.

5 Q. How were you notified that you were not going  
6 to be hired by Tesla?

7 A. I wasn't notified that I wasn't going to be  
8 hired. I was notified that I would not be coming back.

9 Q. Coming back to what?

10 A. To work.

11 Q. So at one point in time somebody told you,  
12 "You don't have to come in tomorrow," or the next day?

13 A. Correct.

14 Q. Who told you that?

15 A. I can't recall right away.

16 THE WITNESS: Sorry I was a little fast.

17 BY MR. HORTON:

18 Q. Was it somebody employed by West Valley?

19 A. Once again, I'm not going to state that I  
20 remember if it was West Valley or Tesla.

21 Q. How were you informed of that?

22 A. Oh, I don't recall if it was direct or by  
23 email -- it definitely wasn't by email, but I don't  
24 remember if it was a direct conversation or if it was  
25 through some other means.

TITUS MCCALED

June 18, 2019

1           **A.       No.**

2           Q.       How many times did Giddeon say the word to  
3   you?

4           **A.       The one time.**

5           Q.       Did you report Colton's use of the n-i-g-g-a  
6   word to anybody?

7           **A.       As we just spoke about, due to the**  
8   **circumstances and what was going on, I felt that my job**  
9   **safety was already at risk.**

10          Q.       So your answer is "no"?

11          **A.       Yes, I did not.**

12          Q.       Did you report Giddeon's use of the n-i-g-g-a  
13   word to anybody?

14          **A.       As I explained earlier, I did to Khoi.**

15          Q.       And you've already told us what Khoi's  
16   response was.

17          **A.       Correct.**

18          Q.       All right. What were the circumstances of  
19   this Asian person working on the Ant Hill's use of the  
20   n-i-g-g-a word in your presence?

21          **A.       One more time. You said "the circumstances"?**

22          Q.       Circumstances.

23          **A.       I think the circumstance varied. He just**  
24   **flung it out like it was verbal candy per se.**

25          Q.       Okay. To the best of your recollection, what

TITUS MCCALED

June 18, 2019

1 exactly did this Asian person say to you?

2 A. "Oh, nigga, you crazy. Oh, nigga, come on.

3 Oh, nigga, I don't understand this. Oh, nigga, are you

4 trying to tell me I can't say that? Oh, nigga, hold

5 on." I mean, and there were various other explicit ways

6 of using it that he just deemed appropriate.

7 Q. So did you work with the Asian or was he

8 in another part of the production line that you only

9 occasionally had to visit?

10 A. I worked with him at first on an occasional,

11 perhaps, chance and when I was moved much later closer

12 towards the termination, I worked directly with him on a

13 daily basis.

14 Q. How many times did the Asian use the n-i-g-g-a  
15 word?

16 A. It was similar to Carlos where it would be  
17 flung about every, you know, few minutes within an hour.

18 Q. Did you complain to the Asian?

19 A. I did not due to -- once again, this was after  
20 the meeting with Agnes and so forth.

21 Q. So the Asian started using the n-i-g-g-a word  
22 at a point in time that was after this lunch that you  
23 had with Agnes Lewis at the Indian restaurant?

24 A. Closer towards my term- -- or termination, or  
25 whatever the case was, yes.

TITUS MCCALED

June 18, 2019

1 Q. Did he ever use it before?

2 A. Yes.

3 Q. Did you complain about it before?

4 A. No. He was right in front of the supervisors  
5 and leads slinging it out.

6 Q. What supervisor heard him use that word?

7 A. Josh, Ron, Afton heard him saying it. The  
8 other supervisors that were Ant Hill, I can't quite  
9 remember their names. But quite a few leads and  
10 supervisors heard him say it, and I believe even  
11 the -- not the director of ops but the manager in the  
12 powertrain department heard him saying it as well in a  
13 meeting.

14 Q. I want to go back to Giddeon briefly. Did you  
15 report Giddeon's use of the n-i-g-g-a word to anybody at  
16 West Valley Staffing Group?

17 A. Yes.

18 Q. Who?

19 A. Lewis, Anton.

20 Q. Anton Baruh?

21 A. Yes.

22 Q. He works at Tesla?

23 A. At the time he was -- maybe we're thinking of  
24 two different people. But at the time what I know was  
25 Anton was working with Lewis.

TITUS MCCALED

June 18, 2019

1                   Then all of this information was later --  
2    I don't know if you have these emails, if you're with  
3    West Valley, but I wrote out a long email to West Valley  
4    about the incidents. And then there was -- like I  
5    mentioned before, I didn't get any kind of answers back.  
6    And after not getting any answers back I had to take up  
7    things with Tesla's HR.

8                   I'm not sure if this is answering your  
9    question, but that's where and how I had to deal with  
10   retaliation and discrimination and everything else going  
11   on and making a paper trail, follow everything that was  
12   happening that I noticed.

13           Q.     So what you just described is the treatment  
14   and the retaliation that you felt was discriminatory?

15           A.     Well, it's part of it, you know.

16           Q.     Well, what treatment are you referring to that  
17   was discriminatory?

18           A.     As to how I was discriminated against?

19           Q.     Yes. You or other West Valley employees.

20                   MS. AVLONI: Objection to the extent it calls  
21   for a legal conclusion.

22                   You can answer.

23                   THE WITNESS: Can you repeat his question for  
24   me, please.

25    / / /

TITUS MCCALED

June 18, 2019

1 I complained directly to leads, supervisors, and anyone  
2 else that would hear, whether on site or off site, about  
3 my discriminatory actions that happened to me and about  
4 the racial incidences that I was involved with with  
5 someone coming to me to call me things that I found  
6 offensive. And I --

7 BY MR. HORTON:

8 Q. And I think you've already --

9 A. Can I finish talking --

10 Q. -- described those things that were said --

11 A. -- as you just asked me so I can answer the  
12 question so she doesn't have to worry about two people  
13 speaking, please?

14 Q. Sure.

15 A. Thank you.

16 I, Titus McCaleb, sat with your employees  
17 as well as someone outside of the location to get more  
18 information as to what someone was going to do to help  
19 me with a human resource problem. In turn, I was being  
20 told that everything was being investigated. When  
21 I pushed further, I became part of the retaliation  
22 treatment in which I got moved from the location that I  
23 was a workstation trainer at, and I had basically built  
24 up a lot of promotions to happen for me within a short  
25 period of time that I was at Tesla, I was pushed out of

TITUS MCCALED

June 18, 2019

1 this area.

2 And the person who harassed me, threatened me,  
3 that I had to go to Fremont police to file a complaint  
4 on, stayed in this station and received a complete  
5 different treatment. And while all this was occurring,  
6 I still could not get any information from your human  
7 resources department or Tesla's human resource  
8 department.

9 I don't know how else to explain retaliatory  
10 treatment, outside of what I noticed, besides watching  
11 other Tesla employees being placed in corners, which I  
12 already described earlier how this would occur, to get  
13 you to understand how I noticed everything that you just  
14 re-asked me about.

15 Am I not answering your question?

16 Q. I need to know some more details, but I'm not  
17 sure you really explained being placed in corners. I  
18 think you mentioned something about a lead who would  
19 take somebody from one place in the production line  
20 and put them in a less busy part of the line that you  
21 referred to as "a corner." I don't know what exactly  
22 you mean by that though.

23 I'd like to get some more -- if you could be  
24 a little clearer about that, I would appreciate that.  
25 I'm not sure what you're saying.

TITUS MCCALED

June 18, 2019

1 that were occurring, but this isn't the full timeline  
2 as -- that was provided to like EEOC or other places  
3 that I have in my email as well.

4 Q. Okay. The timeline that you shared with  
5 West Valley Staffing Group, is that contained in  
6 Exhibit 4?

7 MS. AVLONI: Carefully look through it if you  
8 have to refresh your memory.

9 THE WITNESS: Yeah. No, it's not. Once  
10 again, I knew that off the top of my head. No, it's  
11 not.

12 BY MR. HORTON:

13 Q. Are any parts of the timeline that you  
14 provided to West Valley included in Exhibit 4?

15 A. There are events that occurred that are  
16 described in here. But the timeline of things that  
17 occurred per the racial incidents that I was involved in  
18 or had been subjected to and incidents regarding to the  
19 managers and everything else are not included in here.

20 Q. And you do still have a copy of that timeline?

21 A. Oh, yeah.

22 Q. And you'll provide me a copy?

23 A. Provided that it's okay with my lawyers, yes.

24 Q. All right. So you worked for West Valley  
25 Staffing Group assigned to Tesla between November 7th --



TITUS MCCALED

June 18, 2019

1 I'm sorry -- November 6th of 2016 and June 6th of 2017;  
2 is that correct?

3 A. I don't have exact dates, but if you have them  
4 there in front of you.

5 Q. Well, does that sound right to you?

6 A. It sounds close to right.

7 Q. Do you have any reason to believe those are  
8 not the correct dates?

9 A. Other than not having the paperwork right  
10 in front of me myself, yes, I do have reasons to not  
11 answer "yes" to what you're saying.

12 Q. Do you have any evidence to indicate that  
13 those are not the correct dates of your employment at  
14 West Valley Staffing Group?

15 A. Do I have any evidence to prove that? Is that  
16 what you're asking me?

17 Q. Yes. Do you have any information to suggest  
18 that November 6th, 2016, through June 6th, 2017, are  
19 not the correct dates of your employment at West Valley  
20 Staffing Group assigned to Tesla?

21 A. I would have to look up the dates on my phone  
22 to answer and say whether those are the dates or not.  
23 I'm not sure.

24 Q. It sounds right, though?

25 A. Yes, it sounds like it could be right.

TITUS MCCALED

June 18, 2019

1 I, JANIS JENNINGS, CSR No. 3942, Certified  
2 Shorthand Reporter, certify:

3 That the foregoing proceedings were taken  
4 before me at the time and place therein set forth, at  
5 which time the witness was duly sworn by me;

6 That the testimony of the witness, the  
7 questions propounded, and all objections and statements  
8 made at the time of the examination were recorded  
9 stenographically by me and were thereafter transcribed;

10 That the foregoing pages contain a full, true  
11 and accurate record of all proceedings and testimony.

12 Pursuant to F.R.C.P. 30(e)(2) before  
13 completion of the proceedings, review of the transcript  
14 [ ] was [X] was not requested.

15 I further certify that I am not a relative or  
16 employee of any attorney of the parties, nor financially  
17 interested in the action.

18 I declare under penalty of perjury under the  
19 laws of California that the foregoing is true and  
20 correct.

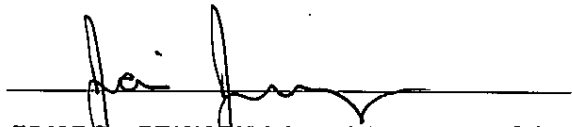
21 Dated this 28th day of June 2019.

22

23

24

25

  
JANIS JENNINGS, CSR NO. 3942  
CLR, CCRR

# Exhibit

# 16

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DEMETRIC DIAZ, et al.,	)	
	)	
Plaintiffs,	)	
	)	Case No.
v.	)	3:17-cv-06748-WHO
	)	
TESLA, INC., et al.,	)	
	)	
Defendants.	)	
_____	)	

VIDEOTAPED DEPOSITION OF ANDRES DONET

DATE: Thursday, October 24, 2019

TIME: 4:39 p.m.

LOCATION: Sheppard, Mullin, Richter &  
Hampton LLP  
379 Lytton Avenue  
Palo Alto, California 94301

REPORTED BY: Peter Torreano, CSR, CRR  
Certified Shorthand Reporter  
License Number C-7623

A P P E A R A N C E S:

For the Plaintiffs:

California Civil Rights Law Group  
By: LAWRENCE A. ORGAN  
larry@civilrightsca.com  
332 San Anselmo Avenue  
San Anselmo, CA 94960  
(415) 453-4740

For the Tesla Defendants and the Deponent:

Sheppard, Mullin, Richter & Hampton LLP  
By: SAMI HASAN  
shasan@sheppardmullin.com  
Four Embarcadero Center  
Fourteenth Floor  
San Francisco, California 94111  
(415) 774-3286

For Defendant NextSource, Inc.:  
(Telephonically)

Fisher & Phillips LLP  
By: VINCENT J. ADAMS  
vadams@fisherphillips.com  
One Embarcadero Center  
Suite 2050  
San Francisco, California 94111  
(415) 490-9000

**VIDEOTAPED DEPOSITION OF ANDRES DONET**

16:50:23 1 A. Andre.

16:50:25 2 Q. Andre.

16:50:26 3 A. The same as my name but without the S.

16:50:30 4 Q. Okay. If you could spell that last name again  
16:50:33 5 one more time.

16:50:33 6 A. L-L-A-L-J-I-E.

16:50:36 7 Q. L-L-A-L-J-I-E?

16:50:40 8 A. Right. Llaljie. And that's the way they  
16:50:43 9 pronounce that, "Llaljie."

16:50:44 10 Q. Llaljie. Okay. So at some point when you  
16:50:48 11 first started in August of 2015 you were reporting to  
16:50:54 12 Victor Quintero; is that correct?

16:50:56 13 A. Yes, that's correct.

16:50:58 14 Q. And then sometime after that your job duties  
16:51:01 15 were transferred -- I mean your reporting relationship  
16:51:05 16 was transferred to an Andre?

16:51:07 17 A. Llaljie.

16:51:08 18 Q. Llaljie; is that correct?

16:51:09 19 A. Llaljie.

16:51:10 20 Q. Llaljie?

16:51:12 21 A. Yeah.

16:51:12 22 Q. And what was Mr. Llaljie's name -- title?

16:51:16 23 A. He was the facilities director, as far as I  
16:51:22 24 can remember.

16:51:22 25 Q. Okay. Now, in terms of -- were there some

**VIDEOTAPED DEPOSITION OF ANDRES DONET**

16:51:42 1 sort of policies relating to what to do about graffiti  
16:51:46 2 in the bathrooms that Tesla had?

16:51:48 3 MR. HASAN: Objection. Vague and ambiguous.

16:51:51 4 THE DEPONENT: What do you mean with policies?

16:51:53 5 BY MR. ORGAN:

16:51:53 6 Q. Like procedures or a checklist or anything  
16:51:57 7 along those lines?

16:51:58 8 A. No. At that point -- we are talking about  
16:52:02 9 that period of time. Right?

16:52:04 10 Q. 2015, 2016, that time period.

16:52:06 11 A. Yeah. No. It was sort of a non-written  
16:52:14 12 process that the -- well, whoever any -- any employee  
16:52:21 13 that went into the bathroom that saw the graffiti  
16:52:24 14 there, they just report it in order to be cleaned, to  
16:52:28 15 be erased. Right? That was pretty much the thing and  
16:52:31 16 we sent a janitor employee to take care of.

16:52:35 17 Q. So is it true that you helped develop then the  
16:52:39 18 procedures for how to deal with graffiti in the  
16:52:43 19 bathroom?

16:52:43 20 A. No.

16:52:44 21 MR. HASAN: Objection. Assumes facts.

16:52:47 22 Give me some time to object.

16:52:48 23 THE DEPONENT: Okay. No, I did not.

16:52:50 24 BY MR. ORGAN:

16:52:50 25 Q. Who came up with the procedures on how to deal

## VIDEOTAPED DEPOSITION OF ANDRES DONET

17:10:00 1 over and clean that thing out, off. So that's the  
17:10:05 2 whole thing.

17:10:05 3 Q. I'm going to show you what's been marked as  
17:10:08 4 Exhibit 193. For the record Exhibit 193 is a  
17:10:13 5 three-page document Bates-stamped Tesla 1003 to 1005.

17:10:23 6 Look it over and then I'll ask you some  
17:10:25 7 questions. 1005.

17:10:50 8 A. I don't remember this even though I sent an  
17:10:53 9 e-mail reporting it was clean. Yeah, that's me. But I  
17:10:59 10 don't -- are you sure these were together?

17:11:03 11 Q. Yes. I'm positive because that's how they  
17:11:05 12 were produced to us. And if you look at the second  
17:11:08 13 page of it, the complaint from Mr. Colvin, Kevin  
17:11:13 14 Colvin, you see that second page? It says, "This is  
17:11:15 15 the bathroom located by the elevator while walking  
17:11:19 16 upstairs. The writing says 'All niggers must die.'"

17:11:22 17 So that's the e-mail that was sent to three  
17:11:25 18 people, Roel Kliatchko, Jonathan Baldoza and Rob Lewis.  
17:11:33 19 Do you know who those people are?

17:11:34 20 A. No. I don't remember them.

17:11:36 21 Q. Okay. But at some point Roel --

17:11:39 22 A. Kliatchko.

17:11:40 23 Q. -- Kliatchko sent an e-mail back and then  
17:11:44 24 you -- you somehow get it?

17:11:50 25 A. Yeah. Because I belong to the building



**VIDEOTAPED DEPOSITION OF ANDRES DONET**

17:11:54 1 services areas.

17:11:55 2 Q. I see.

17:11:56 3 A. Yeah. So that's why I -- I -- I answer.

17:12:02 4 Later I received a report back from the janitorial  
17:12:06 5 company letting me know that the thing was cleaned.

17:12:10 6 But I don't recall this -- this picture, this graffiti.  
17:12:14 7 It's pretty bad.

17:12:15 8 Q. Pretty bad, yeah.

17:12:16 9 A. Yeah.

17:12:16 10 Q. You think the graffiti is pretty bad; right?

17:12:20 11 A. Well, "The world will end." Yeah, I can  
17:12:26 12 understand about it.

17:12:26 13 Q. Does the "all niggers must die," does that  
17:12:30 14 bother you, too?

17:12:31 15 A. Of course. Nobody is supposed to die and  
17:12:34 16 that's a bad word to say. So yeah.

17:12:37 17 Q. Were you aware -- when you were walking around  
17:12:40 18 during your rounds did you ever hear the N word?

17:12:44 19 A. No, no, no, no, no.

17:12:46 20 Q. Never did.

17:12:47 21 A. No, no, no.

17:12:47 22 Q. And the swastika that's on this, that's pretty  
17:12:51 23 bad, too, isn't it?

17:12:53 24 A. It is. But I haven't seen that before.

17:12:55 25 Q. Okay. Except when you received this picture?

REPORTER'S CERTIFICATE

I, Peter Torreano, duly authorized to administer oaths pursuant to Section 2093(b) of the California Code of Civil Procedure, do hereby certify:

That the witness in the foregoing deposition was administered an oath to testify to the whole truth in the within-entitled cause; that said deposition was taken at the time and place therein cited; that the testimony of the said witness was reported by me and was thereafter transcribed under my direction into typewriting; that the foregoing is a full and accurate record of said testimony; and that the witness was given an opportunity to read and correct said deposition and to subscribe the same.

Pursuant to Federal Rule 30(e), transcript review was requested.

I further certify that I am not of counsel nor attorney for any of the parties in the foregoing deposition and caption named nor in any way interested in the outcome of the cause named in said caption.

Dated: November 2, 2019

PETER TORREANO, CSR NO. 7623

# Exhibit

# 17



## WEST VALLEY STAFFING GROUP

### THE WEST VALLEY STAFFING GROUP STAFFING SERVICES AGREEMENT FOR TESLA MOTORS, INC.

THIS STAFFING SERVICES AGREEMENT (the "Agreement") is made by and between Tesla Motors, Inc. ("Tesla"), a Delaware corporation, with offices located at 45500 Fremont Boulevard, Fremont, CA 94538, and West Valley Staffing Group ("WVSG"), a California corporation, with its principal place of business at 390 Potrero Avenue, Sunnyvale, CA 94085.

In consideration of the promises, mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Tesla and WVSG agree as follows:

**DEFINITIONS.** The terms defined in this section shall have the meanings set forth below whenever they appear in this Agreement, unless a different definition is described for a particular Section or provision:

- "Associate" means the worker assigned by WVSG to work for Tesla.
- "Payroll Service Associates" means those individuals identified, screened, and selected by Tesla and subsequently placed on WVSG payroll.
- "Recruited Associates" means those individuals identified and screened by WVSG and then selected by Tesla and subsequently placed on WVSG payroll.
- "Direct Placements" means those individuals identified and screened by WVSG and hired as regular full time employees by Tesla.
- "On-Site Manager/ Staff Members" means internal WVSG employees who manage and/or administer the WVSG staffing program at Tesla.

**I. THE ASSOCIATE**

WVSG will pay the wages of the Associates and will withhold all income and social security taxes from wages and will pay workers' compensation insurance premiums, state and federal unemployment taxes, and the employer's share of social security taxes on their behalf. WVSG is solely responsible for all such aspects of its employment relationship with the Associates, and WVSG reserves the exclusive right to negotiate with its Associates and make the final determination as to the rates of pay and total compensation to be paid to each of WVSG's Associates. Please see Exhibit A for WVSG's Proposed On-Site Program Model.

**II. SUPERVISION**

WVSG will supply the Associates to Tesla to supplement Tesla's own work force. Tesla will direct and supervise the Associates on the job. WVSG does not supply persons to supervise or oversee the Associate absent specific written agreement.

**III. GUARANTEE**

Our commitment to quality and excellent service has made our organization a leader in the staffing industry. To that end, WVSG is pleased to offer the following guarantee:

**Associates:**

WVSG assures Tesla's satisfaction with its Associates' service by offering an eight-hour guarantee. If Tesla is dissatisfied on the first day of employment with an Associate's technical abilities, WVSG will replace the individual, and Tesla will not be charged for the first eight (8) hours provided WVSG is notified within 24 hours after the Associate's initial start date. This guarantee will not apply to Payroll Service Associates.

**Direct Placements:**

For Direct Placements (individuals who become members of Tesla's regular work force), WVSG provides a 30-day guarantee. If within the first 30 days of employment Tesla is not satisfied with the Direct Placement's performance, WVSG will refund the entire 20% placement fee.

#### IV. PRICING AND CONVERSION TABLE:

Pricing for Associates is based on the quoted bill rates below, which may be adjusted from time to time with the prior written agreement of Tesla. Statutory and other expenses are not included in the definition of "direct labor".

WVSG reserves the right to adjust these charges effective immediately based on changes in these expenses, which includes, but are not limited to, any increases in employer contributions to any social security, unemployment, disability, health insurance, welfare, Workers' Compensation or benefit program mandated by a federal, state or local government authority from or after the effective date of this Agreement.

- 1) All pricing for WVSG Recruited Associates will be at a quoted bill rate based on a markup of 32%
- 2) Payroll Service Staffing Option is based upon the following charges:
  - Payroll Service business:* 21% markup on direct labor.
  - \* *Direct Labor Rate:* the hourly pay rate paid to the Associate by WVSG.
  - (Example: Associate direct labor rate of \$20.00/hr x 1.21 = (21% mark-up) = \$24.20 bill rate)
- 3) The cost for criminal background checks for both Payroll Service Associates and WVSG Recruited Associates will be charged back to Tesla at cost.
- 4) No Monthly Fee for WVSG On-Site Manager/ Staff Members (fee waived).
- 5) Quarterly rebate of 0.25% on all invoices paid within 15 days of invoice via ACH.

#### Direct Placements

The fee for all Direct Placements will be at 20% of the annual base salary inclusive of any sign-on bonuses and/or commissions.

Example:	First year total compensation	=	\$26,000
	Placement fee: \$26,000 X 20%	=	\$5,200

**WVSG Recruited Associates Conversion Placement Fee Schedule**

- (A) The conversion placement fee schedule is based on 20% of the annual compensation, inclusive of any sign-on bonus.
- (B) There is a reduction in this fee for conversions based on the number of regular hours worked by the Associate who is converted as follows:

Regular Hours Worked	Reduction From Full Fee
0-200	20% of base salary
201-400	16% of base salary
401-550	12% of base salary
551-650	8% of base salary
651-1040	4% of base salary
1041+	0% of base salary

- (C) There is no conversion fee for Payroll Service Associates. Payroll Service Associates may be converted at any time free of charge.

**V. INVOICE TERMS**

Tesla will be billed weekly for all hours worked by WVSG Associates. Invoice terms are net 30 days. All payments will be remitted to: P.O. Box 49212, San Jose, CA 95161. Late payments will be assessed interest at no more than six (6) percent per annum.

**Direct Placements:**

Direct Placement invoice terms are net 30 days from the start date of the placement. *Direct Placement fees not received within the 30-day remittance period will void the Direct Placement guarantee.*

**General Terms:**

All invoices will be remitted to: P.O. Box 49212, San Jose, CA 95161. Late payments will be interest at no more than six (6) percent per annum.

#### VI. NON-SOLICITATION OF WVSG RECRUITED ASSOCIATES, ON-SITE MANAGERS, AND STAFF MEMBERS

All WVSG employees are subject to conversion and workforce transfer restrictions. Tesla agrees not to solicit any WVSG Recruited Associates, On-Site Managers or Staff Members, directly or indirectly, and Tesla agrees not to participate with any third party in soliciting any WVSG Recruited Associate, On-Site Manager or Staff Member, for the purpose of persuading the WVSG Recruited Associate, On-Site Manager or Staff Member to terminate their employment with WVSG and accept an offer of employment from Tesla, or from any third party who intends to hire the Associate for Tesla's benefit. This non-solicitation period is for a period of six (6) months after termination of this Agreement.

#### VII. LIQUIDATED DAMAGES

In the event that Tesla utilizes any third party staffing company to hire a WVSG Recruited Associate for Tesla's benefit, Tesla agrees to pay WVSG an amount equal to 30% of the total compensation that WVSG expected to pay that WVSG Recruited Associate for one year if the WVSG Recruited Associate had continued to be employed by WVSG. In such case, no conversion placement fee pursuant to Section IV will be required.

In the event that Tesla utilizes any third party staffing company to hire a WVSG On-Site Manager or Staff Member or participates with any third party in doing so for Tesla's benefit, Tesla agrees to pay WVSG, an amount equal to the total compensation that WVSG expected to pay that employee for one (1) year if the WVSG On-Site Manager or Staff Member had continued to be employed by WVSG. The parties acknowledge that WVSG's actual damages in the event of Tesla's violation of Section VI, above, would be extremely difficult or impracticable to determine, therefore, the parties have agreed that the above amounts constitute a reasonable estimate of the damages that WVSG is likely to suffer as a result of Tesla's breach of Section VI, that the above amounts constitute liquidated damages, as defined by California Civil Code Section 1671, that these amounts are not intended as a forfeiture or penalty within the meaning of Civil Code sections 3275 or 3369, and that payment of these amounts shall be WVSG's exclusive remedy against Tesla in the event of Tesla's violation of Section VI. This Section VII shall survive the termination of this Agreement.

#### VIII. BILLING

WVSG's Associates will present a time card to his/her supervisor for approval at the end of each week. This allows WVSG to compensate the Associates on a weekly basis and bill Tesla weekly at the quoted bill rate. Tesla is responsible to make certain that the time card is accurate before it is approved and submitted to WVSG. Tesla is also responsible for paying WVSG according to the payment terms herein.

#### IX. INDEMNIFICATION

Tesla agrees to provide WVSG Associates whatever training, supervision, and equipment that may be necessary to preserve the Associate's right of privacy, to enable them to perform their assignment competently and safely, and as otherwise may be required by law. Tesla agrees to comply with all legal obligations relating to the protection of employees from unlawful discrimination and harassment, and to



provide a safe workplace for WVSG Associates to enable them to perform their assignments, to the extent required by federal and state occupational safety and health laws.

**Indemnification by WVSG for Performance or Breach:**

WVSG will defend, indemnify and hold Tesla harmless from and against all Costs arising out of or resulting from a claim by a third party based upon or arising out of any of the following: (i) services performed by WVSG under this Agreement, or the results thereof, which infringe a patent, copyright or other proprietary right or violate a trade secret; (ii) any negligent act or omission or willful misconduct of WVSG or its Associates; (iii) any breach of this Agreement by WVSG; and (iv) any breach by Associates or other individuals and entities performing services on behalf of WVSG (the "Claim(s)"). "Costs" is defined as any expenses reasonably related to the defense or payment of any Claims, including, but not limited to, damages, attorneys fees, expert witness fees, and court costs. Notwithstanding anything in this Agreement to the contrary, WVSG shall not be obligated to indemnify Tesla pursuant to this Section, unless Tesla: (i) promptly notifies WVSG in writing of all such Claims (provided, however, that failure to provide such timely notice shall not relieve WVSG of its obligation to indemnify unless such failure is prejudicial to the defense or settlement of the Claim); (ii) cooperates reasonably with WVSG in defending such Claims; and (iii) allows WVSG the sole right to control the defense (including the selection of counsel), or, at WVSG's sole option, to settle all such Claims. In the event of a Claim as described herein between or involving WVSG and Tesla, WVSG agrees to provide notice to Tesla of such claim and from time to time, apprise Tesla of the status of such Claim. In addition, Tesla may participate in any such claim at its sole option and its own expense with counsel of its own choice and any settlement or other resolution of such a claim must be approved in writing by Tesla, such approval to not be unreasonably withheld. The foregoing states WVSG's entire obligation and liability and Tesla's sole and exclusive remedy with respect to any Tesla Claims.

**Indemnification by Tesla:**

Tesla shall indemnify, defend, and hold WVSG harmless from and against any and all Costs arising out of or resulting from a claim by a third party based upon or arising out of any of the following: (i) conduct by Tesla which infringes a patent, copyright or other proprietary right or violates a trade secret; (ii) Tesla's failure to protect the confidential personnel information of WVSG's Associates in compliance with this Agreement; (iii) Tesla's breach of or failure to perform any of its obligations under this Agreement; and (iv) any reckless or willful act or omission of a Tesla's employee or employees that results in an injury of any kind to any of WVSG's Associates (the "WVSG Claim(s)"). "Costs" is defined as any expenses reasonably related to the defense or payment of any WVSG Claims, including, but not limited to, damages, attorneys fees, expert witness fees, and court costs. Notwithstanding anything in this Agreement to the contrary, Tesla shall not be obligated to indemnify WVSG pursuant to this Section, unless WVSG: (i) promptly notifies Tesla in writing of all such WVSG Claims (provided, however, that failure to provide such timely notice shall not relieve Tesla's obligations to indemnify unless such failure is prejudicial to the defense or settlement of the WVSG Claim; (ii) cooperates reasonably with Tesla (at Tesla's expense) in defending such WVSG Claims; and (iii) allows Tesla the sole right to control the defense of (including the selection of counsel), or at Tesla's sole option, to settle all such WVSG Claims. In addition, WVSG may participate in any such claim at its sole option and its own expense with counsel of its own choice and any settlement or other

resolution of such a claim must be approved in writing by WVSG, such approval to not be unreasonably withheld. The foregoing states Tesla's entire obligation and liability and WVSG's sole and exclusive remedy with respect to any WVSG Claims.

## X. MISCELLANEOUS PROVISIONS

### Confidentiality

All information, documents, software, reports, data, records, forms and other material developed by WVSG or its personnel for Tesla or obtained by or disclosed to WVSG or its personnel by Tesla (whether belonging to Tesla or not) in the course of performing the services herein are the proprietary, confidential and trade secret information of Tesla. WVSG and its personnel will deliver to Tesla all tangible forms of such proprietary confidential and trade secret information and all copies thereof (and all other property obtained from or through Tesla) when Tesla requests the same or immediately upon termination of this Agreement. WVSG and its personnel agree during the term of this Agreement and thereafter that it will take all steps necessary to hold Tesla and any of Tesla's proprietary, confidential and trade secret information in trust and confidence. WVSG and its personnel shall not use or disclose to any person, firm or entity any proprietary, confidential or trade secret information of Tesla without Tesla's express, prior written permission. WVSG acknowledges and agrees that any breach or threatened breach of this confidentiality provision could cause harm to Tesla for which money damages may not provide an adequate remedy. As such, WVSG agrees that in the event of such a breach or threatened breach of this confidentiality provision, in addition to any other available remedies, Tesla may seek temporary and permanent injunctive relief restraining WVSG or its personnel from disclosing or using, in whole or in part, any Tesla confidential information. The stipulations in this paragraph will survive the termination of this Agreement.

### Intellectual Property

WVSG agrees for itself and its personnel that all inventions, discoveries, or other intellectual property, whether patentable or not, any works of authorship, whether copyrightable or not, authored, created or conceived by WVSG and its personnel in whole or in part during the term of this Agreement (whether during or after normal working hours) or in the course of or related to providing services to Tesla shall be treated as if it were a "work for hire" and WVSG and its personnel shall immediately disclose to Tesla all discoveries, inventions enhancements, improvements and similar creations (collectively, "creations") made in whole or in part, by WVSG or its personnel in the course of or related to providing services to Tesla. All ownership and control of the above materials and creations, including any copyright, patent rights and all other intellectual property rights therein, shall vest wholly and exclusively with Tesla. WVSG and each of its personnel hereby assigns to Tesla all right, title and interest that WVSG and its personnel may have in such materials and creations, without any additional compensation and free of all liens and encumbrances of any type. WVSG affirms that the fee it has negotiated for the services performed under this agreement includes payment for assigning such rights to Tesla. WVSG agrees to execute any and all documents required by Tesla to register its rights and to implement the provision herein. WVSG shall indemnify, defend and hold Tesla harmless from any liability for, or assessment of, any claims or penalties with respect to any infringement of a third party's

intellectual property rights by WVSG or any of its personnel. The stipulations in this paragraph will survive the termination of this Agreement.

#### **Term and Termination**

This Agreement shall commence on 1/4/13 (the "Effective Date") and expire on 1/4/18. The parties may extend the term or any subsequent term by executing a separate written agreement of extension prior to the expiration of the term. This Agreement shall automatically renew every six months beginning on 1/4/18 unless either party receives written notification.

This Agreement may be terminated by Tesla with a 30 day written notice to the WVSG for any reason, with or without cause. WVSG may terminate this Agreement with a 30 day prior written notice to Tesla. Upon termination of this Agreement, WVSG shall deliver all complete and partial deliverables and work product to Tesla and return any Tesla equipment and/or information, and Tesla will pay WVSG the amount due for outstanding and undisputed invoices incurred up to and including the time of termination, and no further work will be rendered under this Agreement. Such payment will constitute a full and complete discharge of Tesla's obligations under this Agreement.

#### **Assignment**

WVSG shall not assign this Agreement nor any right or interest under this Agreement (excepting moneys due or to become due) nor delegate any obligation to be performed by WVSG or its personnel under this Agreement without the prior written consent of Tesla. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.

#### **No Licenses**

No licenses, express or implied, under any patents are granted by Tesla to WVSG or its personnel under this Agreement.

#### **Entire Agreement**

All transactions during the term of this Agreement relating to the subject matter of this Agreement shall be governed by the provisions of this Agreement, except as the parties may otherwise expressly agree in writing executed by both of them. No change, modification or waiver of any of the provisions of this Agreement or of any provisions of any agreement made pursuant to this Agreement shall be binding on the parties unless in writing executed by the duly authorized representative of the party against whom enforcement of any waiver, change or modification is sought. The provisions of the Agreement and any written attachments hereto shall constitute the entire agreement between the parties relating to said Agreement, superseding all prior oral and written quotations, communications, and understandings of the parties in respect of the subject matter of this Agreement.

### Section Headings

The headings of the sections herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

### Choice of Law

The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the laws of the State of California, without giving effect to the principles of conflicts of laws thereof. The stipulations in this paragraph will survive the termination of this Agreement.

### Notice

Any notice or demand, acknowledgment or other communication which under the terms of this Agreement must or may be given or made by either party shall be given or made by personal delivery, a nationally recognized courier service, Email, facsimile transmission or certified or registered mail, return receipt requested. Notices shall be sent to the address listed below.

Tesla Motors, Inc.  
3500 Deer Creek Road  
Palo Alto, CA 94304  
Attn: Legal Department

West Valley Staffing Group  
390 Potrero Ave.  
Sunnyvale, CA 94085  
Attn: Charlie Allport, EVP

### Severability

In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. WVSG represents that WVSG has read and understands the terms of this Agreement, has had an opportunity to ask any question and to seek the assistance of legal counsel regarding these terms, and is not relying upon any advice from Tesla in this regard.

**Counterparts**

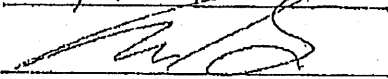
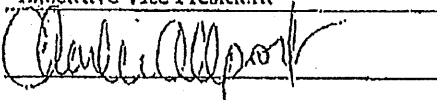
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

XI. ACKNOWLEDGEMENT

I have read, acknowledge, and agree to the above terms and conditions. The parties have caused this Agreement to be executed by their duly authorized representatives and to be effective as of the Effective Date.

Teala Motors, Inc.  
45500 Fremont Blvd  
Fremont, CA 94538

West Valley Staffing Group  
390 Potrero Ave.  
Sunnyvale, CA 94085


Name:	<u>ARNON GESHURI</u>	Name:	<u>Charlie Allport</u>
Title:	<u>VP, HUMAN RESOURCES</u>	Title:	<u>Executive Vice President</u>
Signature:		Signature:	
Date:	<u>January 7<sup>th</sup>, 2013</u>	Date:	<u>January 4, 2013</u>

**EXHIBIT A: WVSG's Proposed On-Site Program Model**

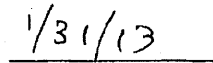
**WVSG Service Model Includes:**

- One full time On-Site Program Manager and additional support staff as necessary
- Manage all temporary employee relations issues
- Conduct On-boarding including:
  - Schedule group interview times with hiring managers
  - Contact designated candidates for interviews
  - Prepare interview folders for managers
  - Manage interview process
  - Review interview feedback from hiring managers
  - Contact selected candidates to offer position
  - Contact remaining candidates (non-selection)
  - Application processing of all new hires completed
  - Schedule start date
  - New hire orientation completed
- Conduct Off-boarding processes including termination procedure
- Implement WVSG Timekeeping/Payroll System
- Customized reporting and invoicing according to Tesla requirements
- Manage Co-employment to mitigate risk
- Screen all applicants with Tesla Human Resource requirements, including:
  - Verification of eligibility to work in the United States via the U.S. Justice Department I-9 form and E-Verify
  - WVSG to complete 7-year criminal background check
  - Complete WVSG and Tesla safety training
  - Administer all customized testing required by Tesla
- Develop and implement customized employee retention program
- Conduct Quarterly Business Reviews
- Conduct management and temporary employee surveys
- Full Service Recruiting via our four specialized companies:
  - West Valley Engineering, Inc. Engineering and Technical Personnel
  - Prostar Staffing Services, Inc. Clerical and Administrative Personnel
  - West Valley Technology Software and I.T. Personnel
  - Accountants Now, Inc. Accounting and Financial Personnel

Tesla Motors Inc. is in compliance with Section 3(C) of the applicable California Wage Order and Labor Code Section 511 with respect to Alternative Workweek Schedule (AWS) to which any West Valley Staffing Group employee is assigned within Powertrain Department on the battery module line or in support of the battery line.

A handwritten signature in black ink, appearing to be "JSC", written over a horizontal line.

Signature

A handwritten date "1/31/13" in black ink, written over a horizontal line.

Date